



**भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे**  
**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER) PUNE**

**VOLUME I**

**TECHNICAL BID DOCUMENT**

**Name of work: Annual Comprehensive Maintenance Contract for KENT perk water purifier RO system installed at IISER Pune Year 20-21**

**NIT NUMBER: 08/ IISER/PUNE/2020-21**

**DATE OF SUBMISSION OF TENDER: 17 12 2020 UP TO 15 00 HRS**

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**NIT NUMBER: 08/ IISER/PUNE/2020-21**

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IISER PUNE

## INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE

(An Autonomous Institution, Ministry of Human Resource Development, Govt. of India)

Dr. Homi Bhabha Road, Pashan Pune – 411008.

Tel: +91-020-25908177; Fax: +91-020-20251566

Website: [www.iiserpune.ac.in](http://www.iiserpune.ac.in)

### **Tender NOTICE INVITING e-TENDER (e-Procurement mode)**

Indian Institute of Science Education and Research, PUNE invites online ITEM rate bids in open bid system from approved and eligible contractors registered with CPWD, Maharashtra State PWD, MES departments in composite works category **OR** OEM/Authorizes service dealers of water purifier RO System, found eligible as per clause 2 & 3 of NIT for the work mentioned below:

#### **Brief Details of Tender:**

Sr. No.	Description of work in Brief	Approx. Estimated cost put to bid (Rs.)	Earnest Money (Rs.)	Period of Completion	Last date & time of online submission of Technical and Financial bid	Time & date of opening of Technical bids
1	2	3	4	5	7	8
1.	<b>Name of work:</b> <b>Annual Comprehensive Maintenance Contract for KENT perk water purifier RO system installed at IISER Pune Year 20-21</b> NIT NUMBER: 08/ IISER/PUNE/2020-21	13.05 Lakh	Rs 26100/-	12 months	17 12 2020 at 15 00 hrs	18 12 2020 at 11 30 hrs

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or Institute website [www.iiserPUNE.ac.in](http://www.iiserPUNE.ac.in) and bid is to be submitted **online only** through the E-procurement portal up to the last date and time of submission of tender.

**Critical Dates of Tender**

Sr.No	Particulars	Date	Time in hrs.
1	Date of Online Publication	10 12 2020	15 00
2	Technical and Financial bid Submission Start Date	11 12 2020	17 00
3	Technical and Financial bid Submission Close Date	17 12 2020	15 00
4	Closing date & time for Submission of EMD	17 12 2020	15 00
5	Opening of Technical bids	18 12 2020	11 30

**No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the E-procurement portal).**

**Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, and 91-8826246593.**

**1) Information & Instructions for Online Bid Submission:**

This tender document has been published on the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) & Institute website [www.iiserpune.ac.in](http://www.iiserpune.ac.in) . The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

- 1.1 The intending bidder must read the terms and condition of NIT carefully. Bidder should submit his bid only if he considers himself eligible and he is in possession of all the required documents.
- 1.2 Bid documents should be submitted online complete in all respect along with requisite amount of tender fee (cost of bid documents). Complete set of tender documents comprising Volume I, II, III has been made available at e-tender portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app))
- 1.3 The bidder would be required to register at e-tender portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) For submission of the bids, the bidder is required to have digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.
- 1.4 Information and instruction for bidders posted on website shall form part of the bid document.
- 1.5 The bid document consisting of Vol.I – Technical bid, Vol-II- Technical specifications, Vol-III- Financial Bid (BOQ) and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) free of cost.
- 1.6 But the bid can only be submitted after uploading the mandatory scanned documents such as receipt of online payment towards tender fee, in favour of Director, IISER PUNE, scan copies of other required documents as specified in the NIT. The tender fee should be deposited online with IISER PUNE within the period of bid submission as specified in the bid document.
- 1.7 Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class-III digital signature to submit the bid.

- 1.8 On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 1.9 Contractor can upload documents in the form of JPG format and PDF format.
- 1.10 Certificate of Financial Turn over: At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
- 1.11 Contractor has to quote item rate above or below the total estimated cost put to tender and in case bidder quote % rate in the BOQ, then tender shall be rejected.
- 1.12 The tender document can be downloaded from <http://eprocure.gov.in/eprocure/app> and be submitted only through the same website.

## **2. REGISTRATION of Bidder on e-Procurement Portal**

- 2.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) ) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- 2.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 2.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 2.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 2.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / token.
- 2.7 The CPP Portal also has user manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.
- 2.8 The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website. [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) ) and any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462, 0120-4001002, 91-8826246593**.

## **3. SEARCHING FOR TENDER DOCUMENTS**

- 3.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

- 3.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **4. PREPARATION OF BIDS**

- 4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 4.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **5. SUBMISSION OF BIDS**

- 5.1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 5.3 A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 5.4 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5.5 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

5.6 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

5.7 Kindly add scanned PDF or JPG format files of all relevant documents in a single PDF file of compliance sheet.

## **6 ASSISTANCE TO BIDDERS**

6.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

6.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462, 0120-4001002, 91-8826246593**

For any technical related queries please call at 24 x 7

Help Desk Number 0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787

International Bidders are requested to prefix +91 as country code



## INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER) PUNE

### SECTION I -NOTICE INVITING e-TENDERING

1. Indian Institute of Science Education and Research, Pune invites online Item rate bids in open bid system from registered agencies, found eligible as per the minimum requirements defined in clause 2 & 3 of NIT for the work mentioned below: Name of work: Annual Comprehensive Maintenance Contract for KENT perk water purifier RO system installed at IISER Pune Year 20-21

**Name of work: Annual Comprehensive Maintenance Contract for KENT perk water purifier RO system installed at IISER Pune Year 20-21**

NIT NUMBER: 08/ IISER/PUNE/2019-20

Approx. Estimated cost : **Rs. 13.05 Lakh**

Period of completion : 12 (Twelve) months.

Cost of tender documents : Rs. 590/- (Rs Five hundred and ninety only) –  
(Non – Refundable)

Last Dates & time to fill/upload  
The tender through e-tendering. : 14 12 2020 up to 15 00 hrs

Time & date of opening of  
Technical bids : 15 12 2020 At 11 30 hrs

2. The bidders who fulfill the following requirements shall be eligible to apply.

**Joint ventures are not accepted.**

- a) The applicant should be well establish and reputed contractor in field of supply, installation, testing, commissioning and maintenance of RO water Purifier, having five years similar work experience and registered Composite category contractor, registered with (Any one) CPWD, State PWD, Railways or MES departments in composite Works category. The bidder registration certificate should be valid till the last date of receipt of tender.

Composite work contractor need to associated other agency (Authorized service dealer /OEM) for execution of work as per eligibility criteria as mentioned below in b (ii)

OR

The applicant should be well establish and reputed OEM, Authorized service provider in field of supply, installation, testing, commissioning and maintenance of RO water purifier having five years similar work experience. The authorization registration/ certificate should be valid till the last date of receipt of tender.

**b)** Contractor should have experience of having successfully completed works during the last seven years ending 31/12/ 2019.

(i) Three similar works each costing not less than Rs. **5.20 lakh** or Completed two similar works each costing not less than **Rs 7.8 lakh** or completed one similar work costing not less than **Rs 10.40 Lakh**

(ii) Associated agency should having successfully completed Three similar works each costing not less than **Rs. 5.20 lakh** or Completed two similar works each costing not less than **Rs 7.80 lakh** or completed one similar work costing not less than **Rs 10.40 Lakh**

This should be certified by an officer not below the rank of Executive Engineer in Govt. Departments and Superintending Engineer/ Chief Project manager or Equivalent in other organizations. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of receipt of applications for tender.

**Similar work means: Comprehensive Maintenance of RO water Purifier system.**

### **3. CONTRACT ELIGIBILITY CRITERIA.**

Further, the contract eligibility includes the following:

- 3.1 Enlistment/Registration certificate of (Any one) CPWD, State PWD, Railways or MES departments in composite Works category along with authorization certificate from OEM. The bidder registration certificate should be valid till the last date of receipt of tender.
- 3.2 Documentary evidence of adequate financial standing, Certified by Bankers, Audited Profit & Loss A/c and Balance Sheet, Annual turnover in **last five years**, access to adequate working capital.
- 3.3 Copy of the certificates of work experience and other required documents as specified in the bid documents shall be scanned and uploaded to the e-tendering website within period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in the NIT shall be submitted by the lowest bidder only within a week physically in the office of the tender opening authority.
- 3.4 The agency shall have valid GST/PAN/TAN/ESIC/PF numbers/certificates.
4. The time allowed for carrying out the work will be **12 (Twelve) months** from the date of start as defined in schedule 'C' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender.
5. Should not have incurred any loss during the immediate last two consecutive financial years ending 31<sup>st</sup> March, 2020.
6. The bid document is Two stage two Envelope e-tendering system can be seen from the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) & Institute website [www.iiserpune.ac.in](http://www.iiserpune.ac.in). The contents of Envelope I & Envelope II are specified in the NIT.

## 7. Submission of Bid Documents

Information and instruction for bidder for e-tendering forming part of bid document and posted on website [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)

Last date and time of submission of bid, original EMD and deposition of original EMD and list of documents as detailed below at IISER Pune and uploading the scan copies of the below mentioned documents:

### **List of Document to be scanned and uploaded within the period of bid submission:**

- I. Online transaction Receipt of tender fee and EMD.
  - II. Enlistment Order of the Contractor (Attested copy).
  - III. All Eligibility documents as per Annexure-I
  - IV. Certificate of Registration for GST and acknowledgement of up to date filed return.
  - V. Tender documents & financial bid.
8. Tender documents of Bid security/EMD and tender fee. After submission of bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified. While submitting revised bid, contractor can revise the rate of any one or more item(s) any number of times (bidder need not reenter rate of all the items) but before last time
9. Director, Indian Institute of Science Education & Research, PUNE shall be the "Accepting Authority" hereinafter referred to as such for the purpose of this Contract.
10. Bids must be accompanied by tender fee and bid-security/EMD (Earnest Money Deposit) amount specified for the work in clause 10 payable at PUNE and drawn in favor of The Director; IISER PUNE Bid Security shall have to be valid for 90 days beyond the validity of the bid.
- 11. Bid Security/EMD and Tender fee.**
- 11.1 Bid Security/EMD amounting to **Rs. 26100/-** and **Tender fee of Rs. 590/-** shall be deposited online in IISER Pune Bank Account before the last date and time fixed for submission of bid, failing which the bid will be declared non-responsive.

a) Bidder to deposit full Bid security and tender fee before the time and date of submission of the Bid in IISER Pune Bank account as detailed below.

**Name-IISER PUNE**

**Bank-State Bank of India**

**Branch-NCL Campus Branch, PUNE 411008**

**Current A/c No. 30042605732**

**IFSC-SBIN0003552**

b) A part of earnest money is acceptable in the form of bank guarantee also.

In such case, 50% of earnest money or Rs. 20 lakh, whichever is less, will have to be deposited in shape prescribed above and balance in shape of irrevocable Bank Guarantee from a Scheduled Bank and shall be valid 120 days from the last date of receipt of bid as per standard proforma attached.

Scanned copy of the net banking transaction receipt towards payment of tender fee shall be uploaded on the e-tendering website within the period of bid submission failing which the bid will be declared non-responsive.

- 10.2 Bid Security/EMD of unsuccessful Bidders will be returned to them within 90 days from the date of acceptance of bid of the successful Bidder.
- 10.3 The Bid Security may be forfeited, if
- a) The Bidder withdraws / modifies his Bid or any item thereof after opening of bid.
  - c) The successful Bidder fails within the specified time limit to commence the work.
12. Bid shall be opened on the day fixed for opening of bids at 15.30 hours, in the presence of the Bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
13. Bidder's attention is also drawn to instruction of filling and submission of tender Attached herewith. You may forward your queries on tender documents and /or depute your technical representative for discussion on tender /drawings to clarify doubts, if any, at least two days before the date of submission mentioned in the website.

The Bidder may submit their questions/ queries/ clarifications if any, in writing or by email/ fax to reach the IISER Pune on or before 13 1 2020 before 10 00 hrs. Bidders can send queries on their letter head referring tender on by Speed post on above said address so as to reach IISER Pune or on fax No 020-20251566 or on e-mail address [engg@iiserpune.ac.in](mailto:engg@iiserpune.ac.in). Up to 13<sup>th</sup> January 2020 before 10:00 Hrs.

#### **14. Pre-bid meeting.**

- 14.1 The Bidder or his officially authorized representative is invited to attend a pre-bid meeting, which will take place as per date & time specified in the NIT. Bidder/ bidder representative who wish to attend Pre-bid meeting should carry a valid identity proof certifying his designation with said firm.
- 14.2 The purpose of the meeting is to clarify issues and to answer questions on matters that may be raised at that stage.
- 14.3 The Bidder is requested to submit their questions/ queries/ clarifications in writing or by email/ fax to reach the IISER Pune before the meeting. Bidders can send Pre-bid queries on their letter head referring tender number by Speed post on above said address so as to reach IISER Pune or on Fax: +91-020-20251566 or on e-mail address [engg@iiserpune.ac.in](mailto:engg@iiserpune.ac.in). before up to 10 00 Hours.
- 14.4 Minutes of the meeting (MOM), including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded as corrigendum on website (URL:<https://eprocure.gov.in/eprocure/app>) and [www.iiserpune.ac.in](http://www.iiserpune.ac.in).
- 14.5 If any amendment in the tender document uploaded on the website is necessitated due to any query raised by any bidder including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded as corrigendum on websites

([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) and [www.iiserpune.ac.in](http://www.iiserpune.ac.in) Bidders are requested to take note of the corrigendum and quote their rates accordingly.

- 14.6 In case revised BOQ is uploaded on website by IISER, tenderer /bidder has to quote in revised BOQ only. The uploading quotation in pre-revised BOQ shall be considered as a willful negligence by the bidder and his quotation shall be considered as non-responsive.

## **15. Cost of Bidding**

- 15.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the IISER, Pune will in no case be responsible and liable for these costs.

## **16. Site visit & availability of site**

- 16.1 The Bidder should inform the IISER in advance about the proposed site visit.
- 16.2 The Bidder, at his own responsibility and risk is encouraged to visit, inspect and Survey the Site and its surroundings and satisfy himself before submitting his Bid as to the form and nature of the Site, the means of access to the Site, the Accommodation he may require etc.
- 16.3 In general, Bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.
- 16.4 The costs of visiting the Site shall be at the Bidders' own expense. Any report shared at the site, by the IISER is subject to verification by the contractor. Any deviations of information in the report and the actual site will not be the responsibility of the IISER.
- 16.5 The site for the work is available.
- 16.6 The architectural and structural drawings shall be made available in phased manner as per requirement of the same as per approved program of completion submitted by the contractor after award of the work.

## **17. Content of Bidding Documents**

- 17.1 Submission of a bid by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be executed and local conditions and other factors having a bearing on the execution of the works.
- 17.2 The Bidder shall submit the Bid, which satisfies each and every condition laid down in the Bid documents, failing which, the bid is liable to be rejected.
- 17.3 Notice inviting e-Tender shall form part of the Contract document.

16.3.1 The documents listed below comprises one set of bid document that are issued to Bidders:

**Envelope –I**

**Technical Bid document- Volume I**

- a) Notice Inviting e-Tender (Including eligibility criteria)
- b) Tender Form and General Rules and Directions for the Guidance of the Contractor
- c) General Conditions of Contract
- d) Special Conditions of Contract
- e) Safety Code for Contract Work
- f) Format of BGs
- g) Schedule C

**Volume II- Special Conditions and Technical specifications & Architectural Drawings**

**Envelop II – (Financial bid)**

**Volume –III: Financial bid Schedule of quantity (BOQ).**

**18. Amendment of Bid Documents.**

- 18.1 Before the deadline for submission of bids, the IISER PUNE may modify the bidding documents by issuing corrigendum.
- 18.2 Any corrigendum so issued shall be part of the bid documents as well as Contract document and shall be on uploaded website [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) and [www.iiserpune.ac.in](http://www.iiserpune.ac.in) Bidders should take note of the uploaded corrigendum and submit the tenders accordingly.

**19. Bid Validity**

- 19.1 The bid submitted shall become invalid if:
- (i) The bidders is found ineligible.
  - (ii) The bidder does not deposit online tender fee with IISER PUNE before the date and time fixed for opening of the bids.
  - (iii) The bidders does not upload all the documents (including GST registration) as stipulated in the bid document.
  - (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority
- 19.2 The bids submitted shall remain valid for acceptance for a period of 45 days from the date of opening of the technical bids. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the IISER, Pune, then the IISER, Pune shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest

money as aforesaid. Further the bidder shall not be allowed to participate in the re-tendering process of the work.

## **20. Bid Opening**

- 20.1 Online bid documents submitted by intending bidders shall be opened only of those bidders, whose tender fee and EMD is deposited online with IISER PUNE and scanned their scanned copies i/c tender documents scanned and uploaded are found in order.

### **PART – I**

- 20.2 On the due date and appointed time as specified in the NIT, IISER, Pune will first open Envelope – I , Technical bid of bids of the bidders satisfying conditions of 19.1, in the presence of the Bidders or their representatives who choose to attend. In the event of the specified date for Bid opening being declared a holiday by the IISER, Pune, and the Bids will be opened at the appointed time and location on the next working day.
- 20.3 Financial bids of the bidders who have submitted unconditional Bids together with requisite Bid security and meeting the eligibility criteria as specified in the NIT shall opened in the presence of representatives of intending bidders on the date and time specified in the NIT for opening of the

financial bid. If any Bid does not contain Bid security in the manner prescribed in the Bid documents, then that Bid shall not be opened and bids shall stand rejected.

## **21. Technical Evaluation of the bids**

21.1 The bidder qualifying initial criteria as set out in Para 2 & 3 and the details furnished by bidders in the Proforma enclosed as Annexure-1 of Section II will be evaluated by the IISER Pune technical evaluation committee appointed by the competent authority.

Performa's listed are elaborated below,

(I) Initial bidding capacity: **Proforma "A."**

(II) Financial Information : **Proforma "B"**

(a) Solvency certificates from a scheduled bank - **Form I**

(b) Details of all works of similar nature completed during the last 7 years ending last day of the 31/12/2020 : **Proforma "C"**

(c) Project under execution or Awarded : **Proforma "C1"**

(d) Performance report of works referred to in Proforma 'C' & 'C1' – **Form II**

(e) Personnel & establishment : **Performa D & D1**

(f) ISO certification on works if any : **Form III**

(g) Confidential report to be obtained by the IISER from the client on the work executed by the contractor during last five year certification if required.

(h) The bidders qualifying the initial eligibility criteria as set out in clause no 2 & 3 above will be evaluated based on the information submitted by bidders as per clause no 20.1 after due verification and selection will be made by IISER, PUNE on the basis of the strength of individual applicants. Main consideration will be the ability of the Principal Contractor to fulfill technical, financial, contractual and legal obligations. Special emphasis will be laid on competence to do good quality works within specified time schedule and in close co-ordination with other agencies over and above the rate structure of the items.

(i) IISER Pune reserves the right to waive off minor deviations in the eligibility, if the technical evaluation committee consider that they do not materially affect the capability of the bidder to perform the contract. IISER Pune decision in this regard shall be final and binding & conclusive

## **PART II**

### **22. Opening of Financial /Price bid**

22.1 After technical evaluation of (part I) bids as per clause 2, 3 above only short listed agencies financial bids shall be opened at the notified date and time.

### **23. Clarification of Bids.**

23.1 To assist in the examination and comparison of Bids, the IISER, PUNE may, at its discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by email / fax, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the IISER, PUNE in the evaluation of the bids.

23.2 No, Bidder shall contact the IISER, PUNE on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

23.3 Any effort by the Bidder to influence the IISER's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

23. Indian Institute of Science Education and Research PUNE, does not bind itself to accept the lowest or any other bid, and reserves the right to reject any or all of the tenders received without assigning any reasons. Bids in which any of the prescribed conditions are not fulfilled or any conditions including that of the conditional rebate put forth by the bidder shall be summarily rejected.

24 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer-in-charge or his representative's estimate of the cost of work to be executed under the contract, the IISER, PUNE may require the Bidder to produce detailed rate analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those rates with the implementation/construction methods and schedule proposed.

### **25 Award Criteria**

25.1. IISER PUNE reserves the right without being liable for any damages or obligation to inform the bidder to:

- a) Amend the scope and value of the contract to the bidder
- b) Reject any or all applications without assigning any reasons

25.2 IISER, PUNE shall award the contract to the Bidder whose evaluated offer / bid has been determined to be the technically suitable and financially lowest and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to execute the contract satisfactorily. The Board of Governors of IISER reserves the right to accept or reject any application and to annul the pre-qualification process and reject all applications at any time, without thereby incurring any liability to the affected applicants or specifying the grounds for the Employer's action

- 26 Contractor whose tender is accepted will be required to furnish Performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule C. This guarantee shall be in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'C' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor and without prejudice to any other right or remedy. The Earnest Money deposited along with tender shall be returned after receiving the aforesaid performance guarantee. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

Contractor whose tender is accepted will be required to furnish Performance guarantee with undertaking from OEM for

1. Authorization certificate
2. OEM is unconditionally support Contractor throughout execution of works as well as Maintenance /Comprehensive maintenance of contract for useful life of system.
3. OEM is provide all spare required for healthy functioning of equipment for at least seven years from date of supply of equipment.

The contractor whose bid is accepted will also be required to furnish either copy of the applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC, and BOCW Welfare Board i/c provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work and program chart (Time and Progress) within the period specified in Schedule C.

- 27 For execution of Electrical & Mechanical (E&M), firefighting & lift components of works, the main agency has to associate with specialized agency as per the laid down minimum eligibility criteria in tender document and submit the details of MOU of such agencies to Engineer in charge.
- 27.1 Entire work under the scope of Composite bid including Civil, Electrical & Mechanical (E&M), firefighting & lift shall be executed under one agreement.
- 27.2 The main contractor has to enter into MoU in **Form 'H'** with his associate agency(s) for component conforming to eligibility criteria as defined in the bid document and has to submit details such agency(s) to Engineer-in-charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge.
- 27.3 If the main contractor fails to associate agency/agencies for execution of for component of work within prescribed time or furnishes incomplete details or furnishes details of ineligible agencies even after the tenderer is given due opportunity, the entire scope of such component of works

shall be withdrawn from the tender and the same shall be got executed by the Engineer-in-Charge at the risk and cost of the main contractor.

- 27.4 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 27.5 Running payment for the work shall be made to the main contractor. In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment then on the written complaint of contractor associated Engineer in charge shall serve the show cause to main contractor and after considering the reply of the same he may make the payment directly to the contractor associated as per the terms & conditions of the agreement drawn between main contractor and associate contractor fixed by him, if reply of main contractor either not received or found unsatisfactory. Such payment made to the associate contractor shall be recovered by the Engineer in charge from the next RA/final bill due to main contractor as the case may be.
- 27.6 The Composite work shall be treated as complete when all the components of the work are complete.
- 28 Bidder shall quote rates for all items in the BOQ (i.e. Civil, Electrical, LIFTs, firefighting) of work in the financial bid document. It will be obligatory on the part of the tenderer to sign the tender document for all the components (The schedule of quantities, conditions and special conditions etc.)
- 29 **Disclosures**
- Any change in the constitution of the contractor's firm, where it is a partnership firm, as declared in the prequalification documents submitted by the bidders at the time of submission of prequalification documents, should be disclosed to the IISER, PUNE, at any time between the submission of bids and the signing of the contract.

Engineer in Charge  
IISER Pune

## SECTION I

### II) ADDITIONAL INFORMATION AND INSTRUCTION TO APPLICANTS

#### 1.0. GENERAL

#### 1.1 STATEMENT OF OBJECTIVES, BRIEF SCOPE & PARTICULARS OF THE WORK

The entire Projects Centralized Chiller plant expansion at IISER Pune

Will be executed under a Single Point Responsibility system under composite contract system. In general scope of work shall be as per BOQ and **Name of work: Annual Comprehensive Maintenance Contract for KENT perk water purifier RO system installed at IISER Pune Year 20-21**

Complete as per BOQ and architectural drawings.

- ❖ Work shall in general be executed as per, general conditions of the contract, particular Technical Specifications, CPWD Specifications available separately at printer's outlets (the bidder may obtain the address of the outlets from any CPWD office/IISER PUNE), National Building code of India, relevant Indian Standard (IS) Codes, etc.
- ❖ As these buildings will have green building features, Contractors are expected to provide adequate and complete documentation, towards obtaining certification from GRIHA
- ❖ Particulars given above are provisional and liable to change and must be considered only as advance information to assist the bidder.

#### 1.2 Letter of transmittal and other forms for pre-qualification are attached (Annexure I)

#### 1.3. All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns. Such separate documents shall be chronologically placed at the end of the prescribed application. If information is 'nil' it should also be mentioned as 'nil' or 'no such case'. If, any particulars/query is not applicable in case of the applicant, it should be stated as 'not applicable'. However, the applicants are cautioned that not giving complete information called for in the application forms required, not giving it in clear terms or making change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified. Applications made by Fax and those received late will not be entertained.

#### 1.4. References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by an officer not below the rank of Engineer in charge/Chief Project Manager or equivalent.

#### 1.5 The Tenderer is advised to attach any additional information which he thinks is necessary in regard to his capabilities to establish that the applicant is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after pre-qualification document is submitted, unless it is called for by Employer.

- 1.6 The applicant may engage sub vendors for execution of civil works, or may execute the same on their own. In either case, the eligibility criteria given below shall be satisfied.

The applicant Principal Contractor shall associate (Association through MOU / Subsisting agreement) with contractors for civil works who shall satisfy the eligibility criteria/ given below for each type of specialized civil agency. For this purposes, the applicant principal contractor shall give at least 2 (Two) names for each category of associates. IISER will approve associates after verifying their credentials and experience. However, responsibility of getting the work done efficiently will rest with the Principal contractor. The consent letter from different associates shall also be enclosed along with tender.

The Principal contractor or Associates shall be required to possess valid license for respective trade for executing the specialized services.

1.7 LETTER OF TRANSMITTAL

The applicant should submit the letter of transmittal attached with tender document duly signed by the agency.

- 1.8 INTEGRITY AGREEMENT duly signed by the agency along with letter is required to be submitted by the agency.

## LETTER OF TRANSMITTAL

From

To

THE DIRECTOR

INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH (IISER) PUNE

Main Building, Dr. Homi Bhabha Road, Pashan,

Pune - 411008

**Sub: SUBMISSION OF TENDER DOCUMENTS FOR THE WORK OF “**

**Name of work & Location: Name of work: Annual Comprehensive Maintenance Contract for KENT perk water purifier RO system installed at IISER Pune Year 20-21**

**NIT NUMBER: 08/ IISER/PUNE/2020-21**

Having examined the details given in press notification and the tender document for the above work, I/we hereby submit the tender documents and other relevant information. I/we agree with all the terms and conditions given in the bid document.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for eligibility criteria and have no further pertinent information to supply.
3. I/We submit the requisite certified solvency certificate and authorize the Director, IISER, and PUNE to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Engineer In charge, PUNE to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/We submit the following certificates in support of our suitability, technical know-how & capability for having successfully completed the following works.

Name of Work:

Certificate from

- 1.
- 2.
- 3.

- 1.
- 2.
- 3.

Enclosures:

Seal of applicant

Date of submission

Signature(s) of applicant(s)

**Undertaking to sign the integrity Agreement**

To,

.....,  
.....,  
.....

**Sub: SUBMISSION OF TENDER DOCUMENTS FOR THE WORK OF**

**Name of work & Location: Name of work: Annual Comprehensive Maintenance Contract for  
KENT perk water purifier RO system installed at IISER Pune Year 20-21**

**NIT NUMBER: 08/ IISER/PUNE/2020-21**

Dear Sir,

It is here by declared that IISER is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IISER.

Yours faithfully

Sd/-

Engineer in Charge

## Forwarding letter for Integrity Agreement

To

**INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH (IISER) PUNE**

Main Building, Dr Homi Bhabha Road, Pashan,  
Pune 411008

**Sub: SUBMISSION OF TENDER DOCUMENTS FOR THE WORK**

**Name of work & Location:** Name of work: Annual Comprehensive Maintenance Contract for KENT perk water purifier RO system installed at IISER Pune Year 20-21

**NIT NUMBER: 08/ IISER/PUNE/2020-21**

Dear Sir,

I/We acknowledge that IISER is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IISER. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IISER shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

**To be signed by the bidder and the signatory competent / authorized to sign the relevant contract on behalf of IISER**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this..... Day of..... 20.....

**BETWEEN**

IISER represented through its Registrar, (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....  
(Name and Address of the Individual/firm/Company)

Through..... (Hereinafter referred to as the (Details of duly authorized signatory)

**"Bidder/Contractor"** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (NIT No. ....) (Hereinafter referred to as **"Tender/Bid"**) and intends to award, under laid down organizational procedure, contract for.....

(Name of work)

Hereinafter referred to as the **"Contract"**.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as **"Integrity Pact"** or **"Pact"**), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder(s)/Contractor(s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any.

Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.
- 4) **Article 4: Previous Transgression**
- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority.

#### **Article 7- Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the Principal/Owner**, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.

- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

#### **Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.....  
(Signature, name and address)

2.....  
(Signature, name and address)

Place:

Dated:

## ANNEXURE 1

### PERFORMA '1'

#### INFORMATION REGARDING INITIAL BIDDING CAPACITY

The information to be filled in by the Bidder in the following pages will be used for purposes of Pre-qualification as provided above.

##### 1. For Individual Bidders

###### 1.1 Constitution or legal status of Bidder (Attach Copy)

Place of registration:

Principal place of business:

(Power of attorney of signatory of Bid)

###### 1.2 (A) Value of work Completed during the last five years (in Rs. Lakh)

<b>Particular</b>	<b>Year</b>	<b>Value</b>
Total value of Work Executed in the last five years**	<u><b>2014-15</b></u>	
	<u><b>2015-16</b></u>	
	<u><b>2016-17</b></u>	
	<u><b>2017-18</b></u>	
	<u><b>2018-19</b></u>	

\*\* Immediately preceding the financial year in which bids are received. Attach certificate from Chartered accountant.

###### (B) Existing commitments and on-going works: (format for **clause 3.7**)

<b>Description Of work</b>	<b>Place &amp; state</b>	<b>Contract No. &amp; Date</b>	<b>Name &amp; Address of Client</b>	<b>Value of Contract (Rs. Lacs)</b>	<b>Stipulated period of completion</b>	<b>Value of work remaining to be completed</b>	<b>Anticipated date of completion (Rs.)</b>	<b>Remarks Information regarding the litigation if any</b>

## FORM 'A'

### FINANCIAL INFORMATION

- I. Financial Analysis-Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income tax Department (Copies to be attached.)

#### Years

Year	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
Gross annual turn over					
Profit/ Loss					

- II. Financial arrangements for carrying out the proposed work.
- III. Solvency Certificate from Bankers of the bidder in the prescribed Form "I".

Signature of Chartered Accountant with Seal Signature of Bidder(s)

<i>Description Of work</i>	<i>Place &amp; state</i>	<i>Contract No.&amp; Date</i>	<i>Name &amp; Address of Client</i>	<i>Value of Contract (Rs. Lacs)</i>	<i>Stipulated period of completion</i>	<i>Value of work remaining to be completed</i>	<i>Anticipated date of completion (Rs.)</i>	<i>Remarks Information regarding the litigation if any</i>
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**Form B**

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that;

\_\_\_\_\_  
(Name of the individual or the firm)

\_\_\_\_\_  
(Name of the proprietor in case of a sole proprietorship concern or names of partners in case of partnership concern as per bank's record, be indicated)

\_\_\_\_\_  
(Address of the customer as per bank record)

is a / are customer(s) of our bank, is/are respectable and can be treated as good for any engagement up to a limit of Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ only)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

**Signature of the Manager**  
**Seal of Bank**

**Note :** This certificate should be issued on the letter head and addressed to the DIRECTOR , Main Building, Dr. HOMI BHABHA ROAD, IISER, PUNE – 411 008 in a Sealed Cover

**FORM 'C'**

**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST  
7 (Seven) YEARS ENDING PREVIOUS DAY OF THE DATE OF SUBMISSION OF TENDER**

<b>S. No.</b>	<b>Name of work/ proj ect and locati on</b>	<b>Owner or Sponsori ng Organiza tion</b>	<b>Cost of work in crores of Rupees</b>	<b>Date of commen cement As per contrac t</b>	<b>Stipulat -ed date of comple tion</b>	<b>Actual date of compl etion</b>	<b>Litigatio n /arbitrati on cases pending /in progress with details</b>	<b>Name and address /telephon e number of officer to whom reference may be made</b>	<b>Remar -ks</b>

- Indicate gross amount claimed and amount awarded by the Arbitrator.

**SIGNATURE OF BIDDER(S)**

**FORM D**

**PERFORMANCE REPORT OF WORKS REFERRED TO IN PROFORMA 'C'**

1. Name of the work/Project & Location.
2. Agreement No.
3. Estimated Cost
4. Tendered Cost
5. Date of Start
6. Date of completion
  - (a) Stipulated date of completion.
  - (b) Actual date of completion.
7. a) whether case of levy of compensation for  
Delay has been decided or not? Yes / No
  - b) If decided, amount of compensation levied for  
Delayed completion if any?
8. Amount of reduced rate items, if any
9. Performance report
  - i) Quality of Work: Outstanding/Very Good / Good / Poor
  - ii) Financial soundness: Outstanding/Very Good / Good/ Poor
  - iii) Technical Proficiency: Outstanding/Very Good / Good / Poor
  - iv) Resourcefulness: Outstanding/Very Good / Good / Poor
  - v) General Behavior: Outstanding/Very Good / Good / Poor

**DATED:**

**Executive Engineer or Equivalent**

**FORM 'E'**  
**STRUCTURE AND ORGANISATION**

1. Name and address of the applicant
2. Telephone No./Telex No./Fax No.
3. Legal Status (attach copies of original Document defining the legal status)
  - (a) An Individual
  - (b) A proprietary Firm
  - (c) A Firm in partnership
  - (d) A limited Company or Corporation.
4. Particulars of registration with various Government bodies (Attach attested photo-copy)
  - a) Registration Number.
  - b) Organization / Place of registration
5. Names and Titles of Directors and officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Has the bidder, or any constituent partner in case of partnership firm Limited Company/Joint Venture, ever been convicted by the court of law? ? If so, give the details.
8. In which field of Electrical Engineering, the bidder has specialization and interest ?
- 9 Any other information considered necessary but not included above.

**SIGNATURE OF BIDDER(S)**

**(FORM-F)**

**PROFORMA OF AFFIDAVIT FOR NON - BLACK LISTING**

I/we undertake and confirm that our firm/partnership firm has not been blacklisted by any state/Central Departments/PSUs/Autonomous bodies during the last 7 years of its operations. Further that, if such information comes to the notice of the IISER PUNE then I/we shall be debarred for bidding in IISER PUNE in future forever. Also, if such an information comes to the notice of department on any day before date of start of work, the Engineer-in-charge shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee (Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)

Signature of Bidder(s) or an authorized  
Officer of the firm with stamp

Signature of Notary with seal

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Note:1. The affidavit shall be made in current date after the date of invitation of the tender. Affidavit shall be furnished on a 'Non-Judicial' stamp paper worth Rs.500/-otherwise the tender shall be rejected

**WILLINGNESS CERTIFICATE OF ASSOCIATED AGENCY**

**Name of work: Annual Comprehensive Maintenance Contract for KENT perk water purifier  
RO system installed at IISER Pune Year 20-21**

**NIT NUMBER: 06/IISER/Pune/2020-21**

I hereby give my willingness to work as Associated Agency for **RO System works** for the above mentioned work. I will execute the work as per specifications and terms and conditions for the agreement & as per direction of the Engineer-in-Charge. Also I will employ full time technically qualified Staff for the works. I will attend inspection of officers of the IISER PUNE as and when required.

Dated:

**Signature of the Associated Agency**

**CERTIFICATE FOR ASSOCIATING OEM**

(Not required in case of bidder is OEM)

This is certified that we have not deviated from the technical specification and commercial Provisions provided in the Notice Inviting Quotation

The Price bid is unconditional.

This is certified that we have engaged / we are

M/s..... as OEM/Authorized Dealer/Service Provider  
**of the KENT RO SYSTEM LTD.**

(i) Name of contractor

(ii) Address

(iii) Name of OEM

NOTE: All columns of above Performa must be filled in.

**Contractor's Signature & Stamp  
(Contractor)**

**CONSENT LETTER**

I hereby give my consent to work as OEM till the completion of work. I will be responsible for Necessary action to hand over the installation and for rectification of defects and repair during the guarantee/warranty and maintenance period. I will execute the work as per CPWD specification/OEM specification and terms and conditions of the contracts.

I will also engage suitable Engineer for the work as per condition of the contract.

I further

Certify that the above particulars pertaining to me are correct.

**Signature & Stamp of Associate Agency  
(OEM)**

**MEMORANDUM OF UNDERSTANDING [M.O.U] BETWEEN**

1] M/S [Name of the firm with full address]

[Henceforth called the main contractor]

And

2] M/S [Name of the firm with full address]

[Henceforth, called Associated Agency]

**Name of work: Name of work: Annual Comprehensive Maintenance Contract for KENT perk water purifier RO system installed at IISER Pune Year 20-21)**

**NIT NUMBER: 08/IISER/Pune/2020-21**

We state that M.O.U between us will be treated as an agreement and has legality as per Indian Contract Act [amended up to date] and the IISER PUNE can enforce all the terms and conditions of the agreement for execution of the above work. Both of us shall be responsible for the execution of work as per the agreement to the extent this MOU allows. Both the parties shall be paid consequent to the execution as per agreement to the extent this MOU permits. In case of any dispute, either of us will go for mediation/arbitration by the Engineer in charge. Any of us may appeal against the mediation/arbitration to the Director, IISER PUNEI]. His decision shall be final and binding on both of us.

We have agreed as under:

- 1] The Associated contractor will execute all civil works in the wholesome manner as per terms and conditions of the agreement.
- 2] The Associated contractor shall be liable for disciplinary action if he fails to discharge the action[s] and other legal action as per agreement.
- 3] All the machinery and equipment, tools and tackles required for execution of the civil works, as per agreement, shall be the responsibility of the associated contractor.

- 4] The site staff required for the electrical work shall be arranged by the associated contractor as per terms and conditions of the agreement.
- 5] Site order book maintained for the said work shall be signed by the main contractor as well as by the Engineer of the Associated Contractor and by Associated Contractor himself.
- 6] All the correspondence regarding execution of the civil works shall be done by the Engineer in charge with the Associated Contractor with a copy to the main contractor. In case of non-compliance of the provisions of agreement, the main contractor, as well as the associated contractor shall be responsible. The action under clauses 2 and 3 shall be initiated and taken against the main contractor.

SIGNATURE OF MAIN CONTRACTOR:

SIGNATURE OF ASSOCIATED AGENCY:

Date: Date

Place:

COUNTERSIGNED

Engineer in Charge

IISER PUNE

**CHECK LIST:** Details of Enclosures/documents required to be uploaded on website <https://eprocure.gov.in/eprocure/app> through the E-procurement portal up to the last date and time of submission of tender.

S.N.	Description of item	Scanned copies Uploaded on website	Not uploaded
1.	Pre-Qualification Documents as per Annexure 1 <b>Pro forma A , Form A to Form H</b>		
2.	Power of attorney as required		
3.	Certificate of Registration as required		
4.	Memorandum of Articles of association as required		
5.	C A certificate for Audited Balance Sheet and Profit & Loss statement for the past five financial years		
6.	Consent letter from associates if works are proposed to be done through Associates, under reference to Para 1.6 under Section-I. Information and Instructions to applicants		
7.	Supporting certificates for technical and financial capability from relevant authorities.		
8	Organization Chart with responsibilities, Curriculum Vitae of personnel proposed for this project.		
9	INTEGRITY AGREEMENT duly signed by the agency along with <b>letter of Transmittal</b>		
10	Any other important information.		
11	Scan copies of net banking receipt towards payment of Tender fee		
12	Letter of transmittal duly signed by the bidder.		
13	Uploading of the tender document Vol-I, Vol-II, Vol-III (financial bids)		
14	Any other relevant document required to be uploaded on website as per tender conditions.		

**Note: - All documents should be arranged as Per S.N. while submitting and mentioned S.N. on right most top corner.**



**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH – IISER  
PUNE**

**Name of work: Annual Comprehensive Maintenance Contract for KENT perk  
water purifier RO system installed at IISER Pune Year 20-21**

**NIT NUMBER: 08/ IISER/PUNE/2020-21**

**SECTION – II**

**ITEM RATE & CONTRACT FOR WORKS**

## SECTION- II

### Tender Form

#### ITEM Rate Tender & Contract for Works

**Name of work: Annual Comprehensive Maintenance Contract for KENT perk water purifier RO system installed at IISER Pune Year 20-21**

NIT NUMBER: 08/ IISER/PUNE/2020-21

- (a). Tender(s) to be submitted online by (time) **15.00 hours on 17 12 2020**  
(URL:<https://eprocure.gov.in/eprocure/app>)
- (b). Tender(s) to be opened in presence of tenderers who may be present at 11.30 **hours on 18 12 2020** in the office of the Engineer in Charge , Indian Institute of Science Education and Research ,PUNE

### TENDER

I/We have read and examined the notice Inviting Tender, Schedule, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions & other document and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Director Of Indian Institute of Science Education and Research PUNE (IISER-PUNE) within the time specified in Schedule 6 **(Six) months viz,** schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to the Conditions of contract and with such materials as are provided for and in respects in accordance with such conditions so far as applicable.

We agree to keep the tender valid for (90) ninety days from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of Rs (figure) ----- (in words) -----

-----

has been deposited in Deposit at call Receipt of a Schedule bank/demand draft of a scheduled bank/bank guarantee issued by a Schedule Bank as earnest money. If I/we, fail to furnished the prescribed performance guarantee within prescribed period, I/we agree that the said Director Of Indian Institute of Science Education and Research PUNE (IISER-PUNE) or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, if I/we fail to commence work as specified, I/we agree that Director Of Indian Institute of Science Education and

Research PUNE(IISER-PUNE) or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely.

The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/ confidential documents and shall not communicate information / derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state or IISER PUNE.

Dated .....

Signature of Contractor

Seal

Postal Address

Witness:

Address:

Occupation:

### ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on the Director IISER, PUNE for sum of

Rs.....(Rupees.....).  
.....).

The letters referred to below shall form part of this contract Agreement:-

(a)

(b)

(c)

For & on behalf of the Director, IISER PUNE

Signature.....

Dated.....

Designation.....



## **INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH – IISER PUNE.**

**Name of work: Annual Comprehensive Maintenance Contract for KENT perk water purifier RO system installed at IISER Pune Year 20-21**

**NIT NUMBER: 08/ IISER/PUNE/2020-21**

### **GENERAL CONDITIONS OF CONTRACT**

**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE**

**(i) General Rules & Directions**

1. All work proposed for execution by contract will be notified in a form of invitation to tender prominently displayed in public places and signed by the officer inviting tender or by publication in Newspapers as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the application, and the amount of the security deposit and performance guarantee to be deposited by successful tenderer and the percentage, if any, to be deducted from bills. Copies of specification, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act' 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

4. Applicable for Item Rate Tender only  
Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.(Applicable for Item Rate Tender only)

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.

In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, the such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective origin original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quote rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tenderer, among such contractors, shall be decided by draw of lots in the presence of Registrar IISER PUNE, Engineer in charge lowest contractors those have quoted equal amount of their tenders.

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the re-tendering process of the work.

4 A. Applicable for Percentage Rate Tender only

In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if :

- 1 The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.
- 2 The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
- 3 The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

- 4B. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Registrar, IISER, PUNE, Engineer In Charge, Dy. Registrar( F&A) & the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

5. The officer inviting tender or his duly authorized representative will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. The earnest money of all unsuccessful bidders shall thereupon be returned to the contractor remitting the same, without any interest.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the officer inviting tender and the contractors shall be responsible for ensuring that he procures a receipt signed by the officer inviting tender or a duly authorized cashier/accounts officer.
8. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
9. The tenderers shall sign a declaration under the official Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
- 9A. Use of correcting fluid, anywhere in tender documents is not generally permitted. Such Tender is liable for rejection.
10. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor

in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

- 10A In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender for Item containing item rates is liable to be rejected. Percentage quoted by the contractor in Rate percentage rate tender shall be accurately filled in figures and words, so that there is no Tender only discrepancy.
11. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. Rs. 2.15 P and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
- 12A In Percentage Rate Tender, the tenderer shall quote percentage below /above (in figure as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and same should be written in the figures as well as in Words in such a way that no interpolation is possible. In case of figures, the word 'Rs' should be written before the figure of rupees and word 'P' after the decimal figures e.g. 'Rs 2.15P' and in case of words, the word 'Rupees' should be precede and the word 'Paise' should be written at the end.
13. (i) The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in scheduled C. This guarantee shall be in the form of Deposit at call receipt of any scheduled bank/ banker's cheque of any scheduled bank/Demand draft of any scheduled bank /Pay order of any scheduled bank or Government Securities or Fixed Deposit Receipt or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
- (ii) The Contractor, whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.50 % of the tendered/accepted value of the work. The Security Deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. The security amount will also be accepted in the shape of Government Securities. Fixed Deposit Receipt and Guarantee Bonds of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
15. Quoted rate shall be inclusive of all taxes including GST in respect of this contract, IISER PUNE will not entertain any claim whatsoever in respect of the same.
16. The contractor shall give a list of IISER employees, if any, related to him.
17. The tender for the work shall not be witnessed by a contractor or Contractors who himself/ themselves has/ have tendered or who may and has/ have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
18. The tender for composite works includes, in addition to building work, all other works such as pre-engineered works, building works, sanitary and water supply installations, drainage installation, External Façade, Electrical works, Heating ventilation and air conditioning system, Integrated Building Management system, Lifts, roads and path etc. The tenderer apart from being a registered contractor (B&R) of appropriate class/technically eligible bidder as per criteria defined in the clause 2 of the NIT, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical Heating ventilation and Air conditioning system, Integrated Building Management system, Solar Water Heating system works in the composite tender.
19. The contractor shall submit list of works which are in hand (progress) in the following form:

Name of work	Name of client & particulars of works being executed	Value of work In Rs.	Position of works in progress	Remarks

19. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer in charge may at his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
20. Bidder shall have valid Provident Fund Code Number, GST registration No and bidder shall also ensure compliance of the EPF & MP Act, 1952 by the sub-contractors, if any engaged by the contractor for the said work.
21. The standard publications like General Conditions of Contract, Delhi schedule of rates 2016 (for civil and electrical), Specifications for Civil and Electrical works and Delhi analysis of rates 2016 (for civil) and Delhi analysis of rates 2016 (for electrical) with amendments / correction slips up

to the last date of submission of tender can be seen free of cost from the website [www.cpwd.gov.in](http://www.cpwd.gov.in). or [www.eprocure.gov.in](http://www.eprocure.gov.in)

22. **A)** Contractor must ensure to quote percentage rate of in the financial bid.  
**B)** Tenderer shall quote the percentage rate above or below two places of decimals only.  
**C)** The tenderer shall quote only one over all percentage rate above or below on the designated place, which shall be applicable on both Civil and E&M components.
23. If a tenderer quotes nil rates against each item in item rate tender or does not Quote any percentage above/below on the total amount of the tender or any Section / subhead in percentage rate tender, the tender shall be treated as invalid and Will not be entertained as lowest tenderer.
24. Contractor shall not divert any advance payments or part thereof for any other purpose other than needed for completion of the contracted work. All advance payments received as per terms of the contract (i.e. mobilization, secured against materials brought at site, secured against plant & machinery and / or for work done during interim stages, etc.) are required to be re-invested in the contracted work to ensure advance availability resources in terms of materials, labour, plant & machinery needed for required pace of progress for timely completion of project.

## **(ii) CONDITIONS OF CONTRACT**

### **Definitions:**

- 1 The **contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Director, Indian Institute Of Science Education and Research PUNE and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 2 In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them :-
  - i). The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - ii). The **Site** shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - iii). The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
  - iv). The **Director**, Indian Institute of Science Education and Research PUNE means his successors also.
  - v). The **Engineer-in-Charge** means Engineer/Officer either from IISER, PUNE or consultant notified by The Director (IISER, PUNE) who shall supervise and be in-charge of work and who shall act on behalf of the Director, IISER for execution of contract.
  - vi). **IISER** means Indian Institute of Science Education and Research PUNE, or his authorized representative.
  - vii). **Accepting Authority** shall mean the authority mentioned in Schedule 'C'.
  - viii). **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and

unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by IISER PUNE of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to IISER-PUNE's faulty design of works.

- ix). **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'C' to cover, all overheads and profits. Provided that no extra overheads and profits shall be payable on the part(s) of the work assigned to other agency(s) by the contractor as per terms of contract.
  - x). **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the CPWD Delhi schedule of rates mentioned in Schedule 'C' hereunder, with the amendments thereto issued up to the date of receipt of the tender.
  - xi). **Department** means Indian Institute of Science Education and Research PUNE. (IISER PUNE)
  - xii). **Specifications** means the specifications contained in tender documents, CPWD specifications 2009 Vol I & II with up to date correction slips, CPWD specifications for internal Electrical works – 2013, external electrical services- 2007, DG set & Wet riser, sprinkler specification-2006, Substation works Part IV 2013, Indian standard specification, technical specifications as applicable.
  - xiii). **Tendered Value** means the value of the entire work as stipulated in the letter of award.
  - xiv). **Consultant** means Consultant appointed by the Indian Institute of Science Education and Research PUNE.
  - xv). **Date of commencement of work: The date** of commencement of work shall be the date of start as specified in **schedule "C"** or the first date of handing over the site, whichever is later, in accordance with the phasing if any, as indicated in the tender documents.
- 3 Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 4 Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

- 5 The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications. Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract
- 6 The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
7. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General conditions.
- 8.1. In the case of discrepancy between the schedules of quantities, the specifications and or the drawings, the following order of preference shall be observed.
  - (i) Description of items as given in Schedule of Quantities.
  - (ii) Particular Specifications, Special Conditions and Additional conditions, if any.
  - (iii) Drawings.
  - (iv) CPWD Specifications.
  - (v) General conditions of contract for CPWD works.
  - (vi) Indian Standard Specifications of B.I.S.
  - (vii) Manufacturers' specifications & as decided by Engineer-in-charge.
  - (viii) Sound Engineering practices.
- 8.2 If there are varying or conflicting provision made in any one document forming part of the contract, the Accepting Authority shall be deciding authority with regard to the intention of the documents and his decision shall be final and binding on the contractor.
- 8.3 Any error in the description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall within one month from the stipulated date of start of the work, sign the contract consisting of:-
- (i) The notice inviting tender, all the documents including drawings if any, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - (ii) Standard Form Consisting of followings
    - (a) NIT, Work order
    - (b) Item rate tender form & Contract for worker.
    - (c) General Rules and Directions
    - (d) Condition of contracts
    - (e) Clauses of contracts
    - (f) Safety code
    - (g) Model rules for the protection of health, sanitary arrangements for workers employed by IISER or its Contractors.
    - (h) Contractors labour regulations
    - (i) Proforma of agreement
    - (j) Proforma of Schedule A to C
    - (k) Special Condition of contracts
    - (l) Technical specifications
    - (m) Tender drawings
    - (n) Priced Schedule of quantities.
    - (o) All correspondence between the parties till award of contract
  - (iii) Till such time contract agreement is signed between the parties, all the documents mentioned Sr. 9 (i), 9 (ii)- (a to o ) above shall be binding on the contractor.
  - (iv) No payment for the work done will be made unless contract is signed by the contractor.

### **(iii) CLAUSES OF CONTRACT**

#### **CLAUSE – I**

##### **Performance Guarantee**

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'C' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'C' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Deposit at call receipt of any Schedule Bank/Banker's Cheque of any Schedule Bank/Demand Draft of any Scheduled Bank/Pay Order of any Scheduled Bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the IISER PUNE as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the IISER PUNE to make good the deficit.
- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the competent authority, the Performance Guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- (iii) The Engineer-in-Charge shall not make a claim under the Performance Guarantee except for amounts to which the Director IISER PUNE is entitled under the contract (not withstanding and / or without prejudice to any other provisions in the contract agreement) in the event of:-
  - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
  - (b) Failure by the contractor to pay Director IISER PUNE any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the serving of notice to this effect by Engineer-in-Charge.

- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause / Condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Director IISER PUNE.

#### **CLAUSE – I A**

##### **Recovery of Security Deposit:-**

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by IISER PUNE on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favor of the Director IISER PUNE, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

The security deposit as deducted above can be released against bank guarantee issued by a Scheduled Bank, on its accumulations to a minimum of Rs.5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs.5 lakh. Provided further that the validity of bank guarantee shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

**Note – 1:** Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Director IISER PUNE at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

**Note – 2:** Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

**Note – 3:** Note 1 & 2 above shall be applicable for both clause 1 and 1A.

**CLAUSE -2 - Compensation for Delay:-**

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under Clause 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the IISER PUNE on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'C' (whose decision in writing shall be final and binding ) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

- |     |                                   |  |
|-----|-----------------------------------|--|
| (i) | Compensation for<br>Delay of work | @1.0% per month of delay to be<br>computed on per day basis. |
|-----|-----------------------------------|--|

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the Tendered Value of work or of the Tendered Value of the Sectional part of work as mentioned in Schedule C for which a separate period of completion is originally given.

In case no compensation has been decided by the authority in Schedule C during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule C, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule C, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

#### **CLAUSE– 2A - Incentive for Early Completion:-**

In case, the contractor completes the work ahead of stipulated date of completion or justified extended date of completion as determined under clauses 5.3, 12 & 15, a bonus @ 1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the tendered value. Provided that justified time for extra work shall be calculated on pro-rata basis as cost of extra work X stipulated period /tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule C'.

#### **CLAUSE– 3 - When Contract can be Determined:-**

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/ or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i). If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii). If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iii). If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy

under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

- iv). If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- v). If the contractor shall offer or give or agree to give to any person in IISER PUNE service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for IISER PUNE.
- vi). If the contractor shall enter into a contract with IISER PUNE in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- vii) If the contractor had secured the contract with IISER PUNE as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- viii) If the contractor being an individual or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or compositions or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to make the court to make winding up order.
- x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts

with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers:

- (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

### **CLAUSE-3A**

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:

- (i) If the Tendered value of work is up to Rs. 45 lac: 15 days.
- (ii) If the Tendered value of work is more than 45 lac and up to Rs. 2.5 Crore: 21 days.
- (iii) If the Tendered value of work exceeds Rs. 2.5 Crore: 30 days.

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

### **CLAUSE- 4**

#### **Contractor liable to pay compensation even if action not taken under clause 3:-**

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers

vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

## **CLAUSE– 5**

### **Time and Extension for Delay:-**

The time allowed for execution of the Works as specified in the Schedule 'C' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'C' or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

5.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'C'.

(a) Project Management shall be done by using project management software for works costing more than Rs. 5 Crore.

(b) The project management shall be done using M.S. Project software for works costing more than Rs. 5 Crore and up to Rs. 20 Crore.

For works costing more than Rs. 20 Crore, project management shall be done using Primavera Software.

### **PROGRAMME CHART**

(i) The Contractor shall prepare an integrated programme chart in MS Project/Primavera software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to the Engineer-in- Charge within ten days of award of the contract. A

recovery of Rs. 2500/- (for works costing up to Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the above programme.

(ii) The programme chart should include the following:

(a) Descriptive note explaining sequence of the various activities.

(b) Network (PERT / CPM / BAR CHART).

(c) Programme for procurement of materials by the contractor.

Programme of procurement of machinery / equipment having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor. In addition to above, to achieve the progress of Work as per programme, the contractor must bring at site adequate shuttering material required for cement concrete and R.C.C. works etc. for three floors within one month from the date of start of work till the completion of RCC work as per requirement of work. The contractor shall submit shuttering schedule adequate to complete structure work within laid down physical milestone.

(iii) If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Engineer in Charge. A recovery of Rs. 2500/- (for works costing up to Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the modified programme.

(iv) The submission for approval by the Engineer-in-Charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.

v) The contractor shall submit the progress report using MS Project/Primavira software with base line programme referred above for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery Rs. 2500/- (for works costing up to Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the monthly progress report.

5.2 If the work(s) be delayed by:-

(i) Force majeure, or

(ii) Abnormally bad weather, or

(iii) Serious loss or damage by fire, or

(iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

(v) delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or

(vi) non-availability of stores, which are the responsibility of Government to supply or

(vii) non-availability or break down of tools and Plant to be supplied or supplied by Government or

(viii) any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule 'F' but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works

5.3 Request for rescheduling of Mile stones or extension of time, to be eligible for

consideration, shall be made by the Contractor (as per Appendix XVI) in writing with supporting documents within fourteen days of the happening of the event causing delay on the prescribed forms to the Authority as Indicated in Schedule C.

5.3.1 In any such case the authority as indicated in Schedule 'C' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'C' in writing, within 30 days of the date of receipt of such request with all supporting documents respectively failing which it will be deemed that rescheduling of milestones have been approved. Non application by the contractor for extension of time/rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension/rescheduling of mile stones by the authority as indicated in Schedule C and this will be binding on the contractor.

**CLAUSE- 6**

**Measurements of Work Done :-**

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book and/ or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the IISER PUNE shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.

The contractor shall give, not less than seven days notice to the Engineer-in-Charge or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the IISER PUNE to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/ or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

#### **CLAUSE– 6A**

##### **Computerized Measurement Book :-**

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per format of the IISER PUNE so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked / test checked from the Engineer-in-Charge and / or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks / test checks in his draft computerized measurements, and submit to the IISER PUNE a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and / or his authorized representative would thereafter checks this MB, and record the necessary certificates for their checks / test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the IISER PUNE. Thereafter, the MB shall be taken in the IISER PUNE Office records, and allotted a number as per the Register of Computerized MB's. This should be done before the corresponding bill is submitted to the IISER PUNE Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the IISER PUNE.

The contractor shall also submit to the IISER PUNE separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the IISER PUNE Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements / levels by the Engineer-in-Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give, not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked

and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the IISER PUNE to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/ or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

**CLAUSE– 7 - Payment on Intermediate Certificate to be Regarded as Advances: -**

No payment shall be made for work, estimated to cost Rs. One lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. One lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the IISER PUNE in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'C', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.

In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Project Management Consultant (PMC)/IISER Engineers together with the account of the material issued by the IISER PUNE, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer- in-Charge, the period of ten working days will be extended to fifteen working days. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order, a simple interest @ 10% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected,

removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate (s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/ are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided, without prejudice to the right of the IISER PUNE to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the IISER PUNE/PMC Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% per annum shall be paid to the IISER PUNE from the date of expiry of prescribed time limit which will be compounded on yearly basis.

In case of composite contract if main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such work, Engineer in charge of work shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, Engineer in charge may make the payment directly to the contractor associated for such work as per term & condition of the agreement drawn between main contractor & associate contractor fixed by main contractor. Such payment made to associated contractor shall be recovered by Engineer-in-charge of work from the next R/A bill due to main contractor as the case may be.

#### **CLAUSE– 8 - Completion Certificate and Completion Plans:-**

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or(b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/ their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding surplus materials

and rubbish etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

#### **CLAUSE- 8A**

##### **Contractor to Keep Site Clean:-**

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.

#### **CLAUSE- 8B - Completion Plans (as built drawing) to be Submitted by the Contractor :-**

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I Internal) 2005 and (Part-II External) 1994 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % of Tendered Value or limit prescribed in Schedule C whichever is more as may be fixed by the Engineer in charge and in this respect the decision of the Engineer in charge shall be final and binding on the contractor.

The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans.

#### **CLAUSE- 9**

##### **Payment of Final Bill:-**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized IISER Engineer/Representative, complete with account of materials issued by the IISER PUNE and dismantled materials.

- (i) If the Tendered value of work is up to Rs. 45 lac : 2 months

(ii) If the Tendered value of work is more than 45 Lac and up to Rs. 2.5 Crore : 3 months

(iii) If the Tendered value of work exceeds Rs. 2.5 Crore : 6 months

In case of delay in payment of final bills after prescribed time limit, a simple interest @ 10% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor found to be in order.

**CLAUSE- 9A - Payment of Contractor's Bills to Banks :-**

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank, registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by IISER PUNE or his signatures on the bill or other claim preferred against IISER PUNE before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt is given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall wherever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis-à-vis the Director IISER PUNE.

**CLAUSE- 10 - Materials to be provided by the Contractor:-**

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the IISER PUNE.

The contractor shall, at his own expense and without delay; supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the contractor in writing whether samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specification, approval of the Engineer-in-Charge shall be issued after the test results are received.

The contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles, or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substitute thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the contractor.

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped with the all necessary testing equipment as specified in schedule "C".

**CLAUSE- 10 A - Secured Advance on Non-Perishable Materials: -**

The contractor, on signing an indenture in the form in **Annexure XVIII** by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

**CLAUSE-10B - Mobilization Advances :-**

- (i) Mobilization Advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be paid in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.

Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the contract period. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

Provided always that provision of Clause 10 B shall be applicable only when so provided in 'Schedule C'.

**Plant Machinery & Shuttering Material Advance:-**

- (ii) An advance for plant, machinery & shuttering material required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery, which in the opinion of the Engineer-in-Charge will add to the expeditious execution of work and improve the quality of work. In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence, satisfactory to the Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The contractor shall, if so required by the Engineer-in-Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income-Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs. 50,000/- Seventy five per cent of such amounts of advance shall be paid after the plant and equipment is brought to site and balance twenty five per cent on successfully commissioning the same. However, total amount of advance for plant machinery and shuttering material shall be limited to 5% of the tendered value for the work.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:-

1. Leasing company which gives certificate of agreeing to lease equipment to the contractor.
2. Engineer-in-Charge, and

### 3. The contractor

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in working order and are maintained in working order; (c) hypothecated to the IISER PUNE as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment.

The contractor shall insure the plant and machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.

#### **Interest and Recovery:-**

(iii) The mobilization advance and plant and machinery advance in (i) & (ii) above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

(iv) If the circumstances are considered reasonable by the Engineer-in-charge, the period Mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of Engineer-in-charge.

#### **CLAUSE 10-C - Payment on Account of Increase in Prices / Wages due to Statutory Order(s) :-**

If after submission of the tender, if the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any variation of rates in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the

coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), Government shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

Engineer-in-Charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule C, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled mazdoor, fixed under any law, statutory rule or order.

#### **CLAUSE– 10-CA**

##### **Payment due to Variation in Prices of Materials after receipt of tender :-**

If after submission of the tender, the price of materials specified in Schedule C increases/decreases beyond the base price(s) as indicated in Schedule C for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause 2.

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of updated stipulated date of completion considering the effect of extra work (to be calculated on pro-rata basis as cost of extra work x stipulated period/tendered cost).

The increase/decrease in prices of cement, steel reinforcement and structural steel shall be determined by the Price indices issued by the Director General, CPWD. For other items provided in the Schedule 'C', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement and structural steel shall be as issued under the authority of Director General CPWD applicable for Delhi including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal chief Engineer and as indicated in Schedule 'C'. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'C' shall be followed.

The amount of the contract shall accordingly be varied for all such materials and will be worked out as

per the formula given below for individual material:

Adjustment for component of individual material

CI - Clo

$$V = P \times Q \times \frac{\text{CI} - \text{Clo}}{\text{Clo}}$$

Where

V = Variation in material cost i.e. increase or decrease in the amount of rupees to be paid

P = Base Price of material as issued under authority of DG, CPWD or concerned Zonal Chief Engineer and as indicated in Schedule "F".

#### **For Projects and Original Works**

Q = Quantity of material brought at site for bonafide use in the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra /substituted item, paid/to be paid at rates derived on the basis of market rate under clause 12.2.

#### **For Maintenance Works**

Q = Quantity of material brought at site for bonafide use in the works since previous bill including any such quantity consumed in the deviated quantity of items beyond deviation limit paid at agreement rate and extra /substituted item being scheduled items, but excluding non-schedule extra /substituted item paid/to be paid at market rate under clause 12.2.

Note:

(i) The date wise record of ready mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly.

(ii) If built-up steel items are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built up item/finished product is brought at site.

Clo = Price index for cement, steel reinforcement bars and structural steel as issued by the

DG, CPWD and corresponding to the time of base price of respective material indicated in Schedule 'C'. For other items, if any, provided in Schedule 'C', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material indicated in Schedule 'C'.

CI = Price index for cement, steel reinforcement bars and structural steel as issued under the authority of DG, CPWD for period under consideration. For other items, if any, provided in Schedule 'C', All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

Note: (i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of Materials covered in this Clause

(ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.

(iii) Cement mentioned wherever in this clause includes Cement component used in RMC brought at site from outside approved RMC plants, if any

**CLAUSE– 10 CC: Not applicable**

**Payment due to Increase / Decrease in Prices / Wages after Receipt of Tender for Works**

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

- (i) **The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extensions, if any.**  
**The cost of work on which escalation will be payable shall be reckoned as below:-**

(a)	Gross value of work done up to this quarter	:	(A)
(b)	Gross value of work done up to the last quarter	:	(B)
(c)	Gross value of work done since previous quarter(A-B)	:	(C)
(d)	Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) fresh paid in this quarter:		(D)
(e)	Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) recovered in this quarter:		(E)
(f)	Full assessed value of Secured Advance for which escalation is payable In this quarter (D-E)	:	(F)
(g)	Advance payment made during this quarter	:	(G)
(h)	Advance payment recovered during this quarter	:	(H)
(i)	Advance payment for which escalation is payable in this quarter (G-H)		(I)
(j)	Extra items/deviated quantities of items paid as per Clause 12 based of prevailing market rates during this quarter	:	(J)

**Then,  $M = C + F + I - J$**

**$W = 0.85 M$**

(iii) Components for materials (except cement, reinforcement bars, structural steel or other materials covered under clause 10 CA) labour, P.O.L., etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'C'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

(iv) The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel or other materials covered under clause 10 CA) and P.O.L. shall be worked as per the formula given below:

(a) Adjustment for civil component (except cement, structural steel, reinforcement bars and other materials covered under clause 10CA) / electrical component of construction '

$$V_m = W \times \frac{X_m}{100} \times \frac{M_I - M_{I_o}}{M_{I_o}}$$

$V_m$  = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

$W$  = Cost of work done worked out as indicated in sub-para (ii) of Clause 10CC.

$X_m$  = Component of 'materials' (except cement, structural steel, reinforcement bars and other materials covered under clause 10CA) expressed as percent of the total value of work.

$M_I$  = All India Wholesale Price Index for civil component/electrical component\* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)

$M_{I_o}$  = All India Wholesale Price Index for civil component/electrical component\* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group items.

\*Note: relevant component only will be applicable.

(b) Adjustment for component of 'POL'

$$V_f = W \times \frac{Z}{100} \times \frac{F_I - F_{I_o}}{F_{I_o}}$$

Vf = Variation in cost of Fuel, Oil & Lubricant i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC.

Z = Component of Fuel, Oil & Lubricant expressed as percent of the total value of work.

FI = All India Wholesale Price Index for Fuel, Oil & Lubricant for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce, New Delhi. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)

Flo = All India Wholesale Price Index for Fuel, Oil & Lubricant valid on the last stipulated date of receipt of tender including extension, if any.

(v) The following principles shall be followed while working out the indices mentioned in para (IV) above.

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Assistant Engineer/ date of submission of bill finally by the contractor to the department in case of computerized measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

(b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.

(vi) The compensation for escalation for labour shall be worked out as per the formula given below:

$$VL = W \times \frac{Y}{100} \times \frac{LI - Llo}{Llo}$$

VL= Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.

W= Value of work done, worked out as indicated in sub-para (ii) above.

Y= Component of labour expressed as a percentage of the total value of the work.

LI= Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of completion of the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.)

Llo= Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

**(vii)** The following principles will be followed while working out the compensation as per subpara (vi) above.

(a) The minimum wage of an unskilled mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.

(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and/or P.O.L. is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters.

(c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

**(viii)** In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that :

(a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contract in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'C'.

(b) the Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final & binding on the contractor.

(ix) Provided always that:-

(a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.

(b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.

#### **CLAUSE- 10D**

##### **Dismantled material IISER-PUNE Property:-**

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as IISER PUNE's property and such materials shall be disposed off to the best advantage of IISER PUNE according to the instructions in writing issued by the Engineer-in-Charge.

#### **CLAUSE- 11**

##### **Work to be Executed in Accordance with Specifications, Drawings, Orders etc.:-**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'C' or in any Bureau of Indian Standard or any other, published Standard or Code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

#### **CLAUSE- 12 :**

##### **Deviations/Variations Extent and Pricing :-**

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to

carry out of the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The completion cost of any agreement for Maintenance works including works of up gradation, aesthetic, special repair, addition/ alteration shall not exceed 1.25 times of Tendered amount.

**12.1** The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows :

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus

(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

#### **Deviation, Extra Item and pricing**

##### **12.2**

###### **A. For Project and original works:**

In the case of extra item(s) (items that are completely new, and are in addition to the Pricing items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis which shall include invoices, vouchers etc. and manufacturer's specifications, for the work failing which the rates approve approved later by the engineer-in-charge shall be binding and the Engineer in charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined, failing which it will be deemed to have been approved.

###### **B. For Maintenance works including works of up gradation, aesthetic, special repair, addition/ alteration:**

In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount.

Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

##### **12.3**

#### **Deviation, Substituted items, pricing**

###### **A. For Project and original works:**

**Substituted** In the case of substituted items (items that are taken up with partial substitution or in lieu of Items, items of work in the contract), the rate for the agreement item (to be substituted) and Pricing substituted item shall also be determined in the manner as mentioned in the following para

a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

(b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

**B. For Maintenance works including works of up gradation, aesthetic, special repair, addition/alteration:**

- In the case of Substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Substitute in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

**Deviation, Deviated quantities, pricing:**

**A. For Project and original works:**

In the case of contract items, substituted items, contract cum substituted items, which Quantities, exceed the limits laid down in schedule C, the contractor may within fifteen days of receipt of Pricing order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

**B. For Maintenance works including works of up gradation, aesthetic, special repair, addition/alteration:**

In the case of contract items, which exceed the limits laid down in schedule C, the contractor shall be paid rates specified in the schedule of quantities.

The prescribed time limits for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is within 30 days after submission of the proposal by the contractor without observation of the Engineer in charge.

**12.3 A. For Project and original works:**

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule C, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

**B. For Maintenance works including works of up gradation, aesthetic, special repair, addition/alteration:**

In case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in Schedule C, the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

12.4 The contractor shall send to the Engineer-in-Charge once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which

the contractor shall be deemed to have waived his right. However, the Director  
IISER PUNE may authorize consideration of such claims on merits.

**12.5** For the purpose of operation of Schedule C, the following works shall be treated as  
Works relating to foundation:

- (i) For buildings, compound walls, plinth level or 1.2 meters (4 feet) above ground level, whichever is lower excluding items of flooring and D.P.C. but including base concrete, below the floors.
- (ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs, the bed of floor level.
- (iii) For retaining walls where floor level is not determinate, 1.2 meters above the average ground level or bed level.
- (i) For the reservoirs/tank (other than overhead reservoir/tanks): All works up to 1.2 metres above the ground level.
- (v) For Basement: All works up to 1.2m above ground level or up to floor 1 level whichever is lower.
- (vi) For Roads, all items of excavation & filling treatment of sub – base.

- 12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while Filing, tender or necessary for proper execution of the item included in the Schedule of Quantities or in the Schedule of Rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said Schedule of Rates, as the case may be. Nothing extra shall be admissible for such operations.

### **CLAUSE- 13**

#### **Foreclosure of Contract due to Abandonment or Reduction in Scope of Work :-**

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates. full amount for works executed at site and in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilised on the work to the full extent in view of the foreclosure:-

- i). Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- ii). IISER PUNE shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however IISER PUNE shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by IISER PUNE, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- iii). If any materials supplied by IISER PUNE are rendered surplus, the same except normal wastage shall be returned by the contractor to IISER PUNE at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to IISER PUNE stores, if so required by IISER PUNE, shall be paid.
- iv). Reasonable compensation for transfer of Tools & Plants from site to contractor's permanent stores or to his other works, whichever is less. If Tools & Plants are not transported to either of the said places, no cost of transportation shall be payable.

- (v). Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer-in-Charge, furnish to him books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this conditions.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the IISER PUNE as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balance due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the IISER PUNE from the contractor under the terms of the contract.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

#### **CLAUSE- 14**

##### **Carrying out part work at risk & cost of contractor**

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to IISER PUNE, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by IISER PUNE because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by IISER PUNE in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to IISER PUNE in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

#### **CLAUSE- 15**

##### **Suspension of work**

- i). The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so

as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons :-

- a) On account of any default on the part of the contractor or
- b) for proper execution of the works or part thereof for reasons other than the default of the contractor, or
- c) for safety of the works or part thereof

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

ii). If the suspension is ordered for reasons (b) and (c) in sub-para (i) above :-

- a ). The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part and :
- b). If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/ or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

iii). If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by IISER PUNE or where it affects whole of the works, as an abandonment of the works by IISER PUNE, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by IISER PUNE, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/ or wages paid by him to his employees and labour at site, remaining idle in

consequence adding to the total thereof 2% to cover indirect expenses of the contractor provide the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

#### **CLAUSE 15 A**

The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials in schedule 'B' where such delay is covered by the difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of the Government.

This clause 15 A will not be applicable for works where no material is stipulated

#### **CLAUSE- 16**

##### **Action in case Work not done as per Specifications:-**

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorized subordinates In charge of the work and all the superior officers, officer of the Quality Assurance Unit of the IISER PUNE or any organization engaged by the IISER PUNE for Quality Assurance and Chief Technical Examiner's Office of The Central Vigilance Commission of India, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-Charge or his authorized subordinates In charge of the work or to the in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the IISER PUNE for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality interior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in case of the work costing Rs.10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under Clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority **specified in Schedule 'C'** may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work

outright without any payment and/ or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### **CLAUSE- 17**

##### **Contractor Liable for Damages, Defects during Maintenance Period:-**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever of if any defect, shrinkage or other faults appear in the work within twelve months (6 months in the case of any work costing Rs. 10,00,000/- and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workman and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

In case of Maintenance and operation works of Electrical & Mechanical services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

#### **CLAUSE- 18**

##### **Contractor to Supply Tools & Plants etc. :-**

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in Schedule 'C' In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

#### **CLAUSE- 18 A**

##### **Recovery of Compensation paid to Workmen :-**

In every case in which by virtue of the provisions sub-section (1) of section 12, of the Workmen's Compensation Act, 1923, IISER PUNE is obliged to pay compensation to a workman employed by the contractor, in execution of the works, IISER PUNE will recover from the contractor, for the amount of the compensation so paid ; and, without prejudice to the rights of the IISER PUNE under sub-section (2) of Section 12, of the said Act, IISER PUNE shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by IISER PUNE to the contractor whether under this contract or otherwise. IISER PUNE shall not be bound to contest any claim made against it under Sub-Section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to IISER PUNE full security for all costs for which IISER PUNE might become liable in consequence of contesting such claim.

#### **CLAUSE- 18 B**

##### **Ensuring Payment and Amenities to Workers if Contractor fails :-**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, IISER PUNE is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by IISER Contractors, IISER PUNE will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the IISER PUNE under sub-Section (2) of Section 20, and sub-Section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, IISER PUNE shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by IISER PUNE to the contractor whether under this contract or otherwise IISER PUNE shall not be bound to contest any claim made against it under sub-Section (1) of Section 20, sub-Section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the IISER PUNE full security for all costs for which IISER PUNE might become liable in contesting such claim.

#### **CLAUSE- 19**

##### **Labour Laws to be Complied by the Contractor :-**

The contractor shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition & Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building & other Construction Workers (Regulation and Conditions of Services) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

#### **CLAUSE- 19A**

No labour below the age of fourteen years shall be employed on the work.

#### **CLAUSE-19B**

##### **Payment of Wages :-**

- i). The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii). The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii). In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971 wherever applicable.
- iv).
  - a). The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
  - b). Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days

continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12 (162) MWO / DAB / 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

- v). The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- vi). The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- vii). The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii). Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commissions or otherwise.
- ix). The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

#### **CLAUSE 19C**

In respect of all labour directly or indirectly employed in the work for the performance of the Contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### **CLAUSE 19D**

The contractor shall submit by the 4<sup>th</sup> and 19<sup>th</sup> of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively.

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them.
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to IISER PUNE, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

#### **CLAUSE 19 E**

*In respect of all labour directly or indirectly employed in the works for the performances of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for worker employed by Central Public Works Department and its contractors.*

#### **CLAUSE 19F**

Leave and pay during leave shall be regulated as follows:

##### **1. Leave:**

- (i) In the case of delivery- maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day.
- (ii) In the case of miscarriage - up to 3 weeks from the date of miscarriage.

##### **2. Pay:**

- (i) In the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
- (ii) In the case of miscarriage- leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time wages was done during a period of three months immediately preceding the date of such miscarriage.

### **3. Conditions for the grant of Maternity Leave:**

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix – I and II, and the same shall be kept at the place of work.

### **CLAUSE 19 G**

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/ they shall, without prejudice to any other liability, pay to the IISER PUNE a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/ their own expense and to approved standards all necessary huts and sanitary arrangements required for his/ their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/ or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

### **CLAUSE 19H**

The contractor(s) shall at his/ their own cost provide his/ their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

- l) a) The minimum height of each hut at the eaves level shall be 2.10m (7ft.) and the floor area to be provided will be at the rate of 2.7 sq. m. (30 sq. ft.) for each member of the worker's family staying with the labourer.

- b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6' x 5') adjacent to the hut for each family.
  - c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
  - d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- II) a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
- b) The contractor(s) shall provide each hut with proper ventilation.
  - c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
  - d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.
- III) **Water Supply** – The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purpose and three gallons of clean water per head per day for bathing and washing purpose. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.
- IV) The site selected for the camp shall be high ground, removed from jungle.
- V) **Disposal of Excreta** – The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

- Vi) **Drainage** – The contractor(s) shall provide efficient arrangements for draining away Sullage water so as to keep the camp neat and tidy.
- VII) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- VIII) **Sanitation** – The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

#### **CLAUSE 19 I**

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

#### **CLAUSE 19 J**

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorizedly during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally then the Engineer-in-Charge shall have the option to refuse to accept the said building / buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy up to 5% of tendered value of work may be imposed by the Engineer-in-Charge whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Engineer-in-Charge, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

#### **CLAUSE 19 K**

##### **Employment of Skilled / Semi Skilled Workers –**

The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute/National Institute of construction Management and Research (NICMAR) / National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in such trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certified from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesmen per day. Decision of Engineer-in-Charge as to whether particular tradesmen possess requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this Clause shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

## **CLAUSE 19L**

### **Registration with EPFO and ESIC**

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis.

## **CLAUSE 20:**

### **Minimum Wages Act to be complied with:**

The Contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation & Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

## **CLAUSE 21:**

### **Work not to be sublet. Action in case of insolvency -**

The Contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or persons in the employ of IISER PUNE in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Director IISER PUNE shall have power to adopt the courses specified in Clause 3 hereof in the interest of IISER PUNE and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

## **CLAUSE 22 :**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of IISER PUNE without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

## **CLAUSE 23 :**

### **Changes in Firm's Constitution to be Intimated -**

Where the Contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

**CLAUSE 24 :**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

**CLAUSE 25 :**

**Settlement of Disputes & Arbitration -**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :-

i) If either party considers any work demanded of or denied to it to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, it shall promptly within 15 days request the Dispute Redressal Committee ( DRC) IISER, PUNE shall give the opposing party two weeks for a written response and holding not more than three hearing gives its decisions within 60 days from the receipt of appeal from either party. The constitution of Dispute Redressal Committee ( DRC) IISER, PUNE shall be as Indicated in Schedule "C". If the Dispute Redressal Committee (DRC) IISER, PUNE fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee ( DRC) , the either party may within period of 30 days from the receipt of the decision of the Dispute Redressal Committee ( DRC), give notice to the Chairman, Building and Works Committee, IISER, PUNE for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator. It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration. Provided that no party shall be represented before the Dispute Redressal Committee ( DRC) by an advocate/legal counsel etc.

ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chairman, Building and Works Committee, IISER PUNE, If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairman, Building and Works Committee, IISER PUNE of the appeal.

It is also a term of this contract that no person, other than a person appointed by such The Chairman, Building and Works Committee, IISER PUNE or, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 3 (three) years of receiving the intimation

from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the IISER PUNE shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/- the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

#### **CLAUSE 26**

##### **Contractor to Indemnify IISER PUNE against Patent Rights -**

The Contractor shall fully indemnify and keep indemnified the Director IISER PUNE against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against IISER PUNE in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the Director IISER PUNE if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

#### **CLAUSE 27 :**

##### **Lump sum Provisions in Tender -**

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

**CLAUSE 28 :****Action Where no Specifications are Specified -**

In case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standard Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per Manufacturer's Specifications, In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

**CLAUSE 29 : With-Holding and Lien in Respect of Sums Due from Contractor:**

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the IISER PUNE shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the IISER PUNE shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the IISER PUNE shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the IISER PUNE or any contracting person through the Engineer-in-Charge pending finalisation of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or IISER PUNE will be kept withheld or retained as such by the Engineer-in-Charge or IISER PUNE till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the IISER PUNE shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.

- (ii) IISER PUNE shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for IISER PUNE to recover the same from him in the manner prescribed in sub-Clause (i) of this Clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by IISER PUNE to the contractor, without any interest thereon whatsoever.

Provided that the IISER PUNE shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon

between the Engineer-in-Charge or the Director IISER PUNE on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge or the Director IISER PUNE.

**CLAUSE 29A :**

**Lien in Respect of Claims in other Contracts**

Any sum of money due and payable to the contractor (including security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the IISER PUNE or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or IISER PUNE or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the IISER PUNE or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Engineer-in-Charge or the IISER PUNE will be kept withheld or retained as such by the Engineer-in-Charge or IISER PUNE or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the Arbitration Clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the contractor.

**CLAUSE 30 :**

**Unfiltered Water Supply**

The Contractor(s) shall make his/ their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

**CLAUSE 31**

**Departmental Water Supply, if Available**

Water if available may be supplied to the contractor by the department subject to the following conditions:-

- (i) The water charges @ 1% shall be recovered on gross amount of the work done.
- (ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- (iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the IISER PUNE water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

**CLAUSE 32:****Alternate Water Arrangements**

i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the IISER PUNE, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.

ii) The contractor shall be allowed to construct temporary wells in IISER PUNE land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

**CLAUSE 33 :****Return of Surplus Materials**

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of IISER PUNE either by issue from IISER PUNE stocks or purchase made under orders or permits or licenses issued by IISER PUNE, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the IISER PUNE and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to IISER PUNE for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

**CLAUSE 34 :****Employment of Technical Staff and Employees**

Contractors Superintendence, Supervision, Technical Staff & Employees

(i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Special Condition of contract. The Engineer-in-Charge shall

within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements, checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this Clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'C' and the decision of the Engineer-in-Charge as recorded in the site order book shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representatives and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconduct himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

**CLAUSE 35 : Levy/Taxes Payable by Contractor**

- i) GST, building and other construction worker welfare cess or any other cess/ tax in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.
- iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the IISER PUNE and does not any time become payable by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the IISER PUNE and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

**CLAUSE 36:**

**Conditions for Reimbursement of Levy/ Taxes if levied after receipt of Tenders**

- i) All tendered rates shall be inclusive of all taxes and levies (including GST) payable under respective statutes. However, pursuant to the Constitution (46th Amendment Act, 1982), if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/ levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Director IISER PUNE (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the IISER PUNE and/or the Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

**CLAUSE 37 :**

**Termination of Contract on Death of Contractor**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-charge on behalf of the Director IISER PUNE shall have the option of terminating the contract without compensation to the contractor.

**CLAUSE 38 :**

**If Relative Working in IISER PUNE then the Contractor not Allowed to Tender**

The contractor shall not be permitted to tender for works in the IISER PUNE responsible for award and execution of contracts in which his near relative is posted as Accountant or as an Officer in any capacity between the grades of the Engineer-in-Charge and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in IISER or in the Ministry of HRD. Any breach of this condition

by the contractor would render him liable to be removed from the approved list of contractors of this IISER PUNE. **If however the contractor is registered in any other department, he shall be debarred from tendering in IISER PUNE of this condition.**

NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

**CLAUSE 39:**

**No Gazetted Engineer to Work as Contractor within One Year of Retirement.**

No Engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of; one years after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

**CLAUSE 40:**

**Compensation During Warlike Situations**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by Engineer-in-Charge up to Rs.5000/- and by the Director IISER PUNE concerned for a higher amount. The contractor shall be paid for the damages/ destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations(a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge. (b) for any material etc. not on the site of the work or for any tools, plant, machinery scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.

**CLAUSE 41:**

**Apprentices Act Provisions to be complied with**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-Charge may in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

**CLAUSE 42:**

**Release of Security Deposit after Labour Clearance.**

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, or record till after 3 months after completion of the work and/ or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

#### (iv) SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical)
2. Scaffolding of staging more than 3.6m (12 ft) above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent if from swaying from the building or structure.
3. Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 (12ft) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90cm (3ft).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11  $\frac{1}{2}$ " ) for ladder up to and including 3m (10ft) in length. For longer ladders this width should be increased at least  $\frac{1}{4}$ " for each additional 30cm (1foot) of length. Uniform step spacing of not more than 30cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching - All trenches 1.2m (4ft) or more in depth, shall at all times be supplied with the least one ladder for each 30m (100ft) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
7. Demolition – Before any demolition work is commenced and also during the progress of the work,

- i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
  - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
  - iv) Wire mesh netting to be provided for dismantling areas.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided :
- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
  - iii) Those engaged in welding works shall be provided with welder's protective eye-shields and helmets.
  - iv). Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - v). When workers are employed in sewers and manholes, which are in active use, the contractor shall ensure that the manholes are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure is adhered to:
    - a). Entry for workers into the line shall not be allowed except under supervision of the Engineer-in-Charge or any other Higher officer.
    - b). At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
    - c). Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes color in the presence of such gases and gives indication of their presence.

- d). Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- e). Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- f). The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g). No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h). The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i). Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j). Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k). Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away for the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l). The workers engaged for cleaning the manholes/ sewers should be properly trained before allowing to work in the manhole.
- m). The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- n). Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- o). If a man received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

- p). The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi). The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
  - a). No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - b). Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
  - c). Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- 9. An additional Clause (viii) (i) of Safety Code (iv) the Contractor shall not employ women and man below the age of 18 on the work of painting with product containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
  - i). While lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
  - ii). Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
  - iii). Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
  - iv). Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
  - v). Overall shall be worn by working painters during the whole of working period.
  - vi). Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
  - vii). Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of Institute.
  - viii). Institute may require, when necessary medical examination of workers.
  - ix). Instruction with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- 10. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of

any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

11. Use of hoisting machines and tackle including their attachment, anchorage and supports shall conform to the following standards or conditions :-
  - i).
    - a). These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
    - b). Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - ii). Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - iii). In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - iv). In case of IISER PUNE machines, the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer-in-Charge concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, and wearing apparel, such as gloves, sleeves and boots and may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge or their representatives.
16. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rules in force in the Republic of India.

**(v) MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGMENTS FOR WORKERS EMPLOYED BY CONTRACTORS FOR THIS WORK.**

**1. APPLICATION**

The rules shall apply to all buildings and construction works in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period which the contract work is in progress.

**2. DEFINITION**

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

**3. FIRST-AID FACILITIES**

(i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, First –aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

(ii) The First-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-

(a) For work places in which the number of contract labour employed does not exceed 50.

Each first-aid box shall contain the following equipment:

1. 6 small sterilized dressings.
2. 3 medium size sterilized dressings
3. 3 large size sterilized dressings
4. 3 large burn dressings
5. 1(30ml) bottle containing a two percent alcoholic solution of iodine
6. 1(30ml) bottle containing salvolatile having dose and mode of administration indicated on the label.
7. 1 Snakebite lancet.
8. 1(30ml) bottle of potassium permanganate crystals.
9. 1 Pair scissors.
10. 1 copy of first aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
11. 1 Bottle containing 100 Tablets (Each of 5 gms) of aspirin.
12. Ointment for burns.
13. A Bottle of suitable surgical antiseptic solution.

a. For work places in which the number of contract labour exceed 50.

Each first-aid box shall contain the following equipment:

1. 12 small sterilized dressings
2. 6 medium size sterilized dressings
3. 6 large size sterilized dressings
4. 6 large size sterilized burn dressings
5. 6(15 Gms) packets sterilized cotton wool.
6. 1(60 ml.) bottle containing a two percent alcoholic solution iodine
7. 1 (60ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
8. 1 roll of adhesive plaster
9. snake bite lancet
10. 1 (30gms.) bottle of potassium permanganate crystals.
11. 1 pair scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes/ Government of India.
13. A bottle containing 100 tables (each of 5 gms.) of aspirin
14. Ointment for burns
15. A bottle of suitable surgical antiseptic solution.

- (iii) Adequate arrangements shall be made for immediate recoupment of the Equipment when necessary.
- (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- (v) The First-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.
- (vii) In work places where the number of contract labour employee is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

#### **4. DRINKING WATER**

In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.

A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

## **5. WASHING FACILITIES**

- (i) In every work place adequate and suitable facilities for the washing shall be provided and maintained for the use of contract labour employed therein .
- (ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- (iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

## **6 LATRINES AND URINALS**

- (i) Latrine shall be provided in every work place on the following scale namely:
  - (a) Where female are employed, there shall be at least one latrine for every 25 females.
  - (b) Where male are employed, there shall be at least one latrine for every 25 males.

Provided that, where the number of males or females exceed 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to first 100 ,one for every 50 thereafter.

- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have proper door and fastening.
- (iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials shall be cement washed inside and outside at least once a year, latrines shall not be of a standard lower than borehole system.
- (iv) (a) Where workers of both sexes are employed , there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women only" as case may be.  
  
(b) The notice shall also bear the figure of a man or of a woman, as the case may be.

- (v) There shall be at least one urinal for male workers up to 50 & one for female workers up to 50 employed at time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 & one for every one 100 or part thereafter.
- (vi) (a) The latrines & urinals shall be adequately lighted & shall be maintained in a clean & sanitary condition at all times.  
  
(b) Latrines & urinals other than those connected with flush sewage system shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines & urinals.
- (viii) Disposal of excreta: -unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose & covering it with a 15 cm. Layer of waste or refuse & then covering it with layer earth for a fortnight (when it will turn to manure)
- (ix.) The Contractor shall at his own expense, carry out all the instructions issued to him by the Engineer-in- Charge to effect proper disposal of night soil and other conservancy work in respect of contractor's workmen or the employees on the site. The contractor shall be levied by Municipal or Cantonment Authority for execution of such on his behalf.

## **7 PROVISION OF SHELTER DURING REST**

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft.) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

## 8 CRECHES

- (i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under at the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.
- ii) The rooms shall be provided with suitable and sufficient openings in for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- iii) The contractor shall supply adequate number of toys and games in the playroom and sufficient number of cots and bedding in the bedroom.
- iv) The contractor shall provide one Ayaa to look after the children in the crèche when, the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

## 9 CANTEEN

- (i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed an adequate canteen shall be provided by the contractor for the use of such contract labour.
- (ii) The canteen shall be maintained by the contractor in an efficient manner.
- (iii) The canteen shall consist of at least a dining hall, kitchen, store room, pantry and washing places separately for workers and utensils.
- (iv) The canteen shall be sufficiently lighted at all times when any person has access to it.  
  
The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colure washed at least once in each year.  
  
Provided that the inside walls of the kitchen shall be lime-washed every four months.
- (vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- (vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- (viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30% of the contract labour working at a time.
- (x) The floor area of dining hall excluding the area occupied by the service counter any furniture except tables and chairs shall not be less than one square meter (10sft) per

diner to be accommodated as per prescribed as prescribed in sub-Rule 9.

- (xi). (a) A portion of dining hall and service counter shall be partitioned off and reserved for women worker in proportion to their number.  
  
(b) Washing place for women shall be separate and screened to secured privacy
- (xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- (xiii) (a) 1. They shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen  
  
2. The furniture utensils and other equipment shall be maintained in a clean & hygienic condition.  
  
(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.  
  
2. A service counter, if provided, shall have top of smooth and impervious material.  
  
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.
- (xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- (xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No losses and shall be conspicuously displayed in the canteen.
- (xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken in to consideration as expenditure namely.
  - (a) The rent of land and building.
  - (b) The depreciation and maintenance charges for the building and equipment provided for the canteen.
  - (c) The cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils.
  - (d) The water charges and other charges incurred for lighting and ventilation.
  - (e) The interest and amounts spent on the provision and maintenance equipment provided for the canteen.
- (xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors

**10. ANTI MALARIAL PRECAUTIONS:-**

The contractor shall at his own expense, conform to all anti- material instructions given to him by Engineer –in-Charge including the filling up of any borrow pits which may have been dug by him.

- 11** The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts .

**12 AMENDMENTS.**

Government may, from time to time, add to or amend these rules and issue directions-it may consider necessary for purpose of removing any difficulty which may arise in the administration thereof

## (vi) Contractor's Labour Regulations

### 1. DEFINITIONS

- i. Workman means any person employed by IISER PUNE or its contractor directly or indirectly through a subcontractor with or without the knowledge of the IISER PUNE to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person:-
  - a) Who is employed mainly in a managerial or administrative capacity : or
  - b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, function mainly of managerial nature: or
  - c) Who is an out worker, that is to say, person to whom any articles or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of principal employer.

No person below age of 14 years shall be employed to act as a workman.

- ii) **Fair Wages** means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
  - iii) **Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.
  - iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.
2. i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
  - iii) a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
  - b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

- c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

### **3. DISPLAY OF NOTICE REGARDING WAGES ETC.**

Contractor shall before he commences his work on contract , display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work , notices in English and in local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under minimum wages acts, the actual wages being paid, the hours of work for which such wages are earned, wages periods, dates of payments of wages and other relevant information as per appendix 'III' .

### **4. PAYMENT OF WAGES.**

- i. The contractor shall fix wage periods in respect of which wages shall be payable
- ii. No wage period shall exceed one month.
- iii. The wages of every person employed as contract labour in an establishment or by contractor where less than one thousand such person are employed shall be paid before expiry of seventh day & in other cases before expiry of tenth day after the last day of period in respect of which the wages are payable
- iv. Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v. All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the Expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi. Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- vii. All wages shall be paid in current coin or currency or in both.
- viii. Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix. A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
- x. It shall be the duty of the contractor to ensure the disbursement of wages in the

presence of the Engineer-in-charge or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.

- xi. The contractor shall obtain from the Engineer-in-charge or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature as the end of the entries in the "Register of wages" or the "Wage cum-Muster Roll " as the case may be in the following from :-

"Certified that the amount shown in column No----- has been paid to the workman concerned in my presence on ----- at -----"

## **5. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES**

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following
  - (a) Fines
    - (b) Deduction for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
    - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglected or default.
    - (d) Deduction for recovery of advance or for adjustment of overpayment of wages, advances granted shall be entered in a register.
    - (e) Any other deduction which the central government may from time to time allow.
  - (ii) No fine should be imposed on any worker save in respect of such acts and Omissions on his part have been approved of by the Chief Labour Commissioner.  
  
Note: - An approved list of Acts & Omissions for which fine can be imposed is enclosed at Appendix-X
  - (iii) No fine shall be imposed on a worker and no deduction for damage and loss shall be made from his wages until the worker has been given opportunity of showing cause against such fines or deductions.
  - (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
  - (v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
  - (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

## 6. LABOUR RECORDS

- (i) The contractor shall maintain a **Register of persons employed** on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)
- (ii) The contractor shall maintain a **Mustter** Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- (iii) The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- (iv) **Register of accident** - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
  - a) Full particulars of the laborers who met with accident
  - b) Rate of Wages
  - c) Sex
  - d) Age
  - e) Nature of accident and cause of accident.
  - f) Time and date of accident
  - g) Date and time when admitted in Hospital,
  - h) Date of discharge from the Hospital
  - i) Period of treatment and result of treatment.
  - j) Percentage of loss of earning capacity and disability as assessed by Medical officer
  - k) Claim required to be paid under Workmen's Compensation Acts.
  - l) Date of payment of compensation.
  - m) Amount paid with details of the person to whom the same was paid.
  - n) Authority by whom the compensation was assessed.
  - o) Remarks

The contractor shall maintain a **Resister of Fines** in the in the form XII of CL(R&A) Rules 1971(Appendix-XI)

The Contractor shall display in good condition and in conspicuous place of work the approved list of acts and omission for which fine can be imposed (Appendix-X).

The contractor shall maintain a **Resister of deduction for damage or loss** in Form XX of the CL(R&A) Rules 1971(Appendix-XII)

The contractor shall maintain a Register **of Advances** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII).

The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV).

## 7.ATTENDANCE CARD-CUM-WAGE SLIP

- i) The contractor shall issue an **Attendance card-cum-wage slip** to each workman employed by him in the specimen format (Appendix-VII)
- ii) The card shall be valid for each wage period.

- iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- iv) The card shall remain in possession of the worker during the wage period under reference.
- v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

## 8. EMPLOYMENT CARD

The contractor shall issue an **Employment Card** in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the (Appendix-VIII).

## 9. SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a **Service certificate** in Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX)

## 10. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulation Nos. 6&7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in- Charge or Labour Officer or any other officers authorized by the Ministry of Urban Development in this behalf.

## 11. POWER OF THE LABOUR OFFICER TO MAKE INVESTIGATION OR INQUIRY

The Labour officer or any person authorized by Central Government on their behalf shall have power to make to make enquiry with a view to ascertaining & enforcing due & proper observance of Fair wage Clauses and the Provisions of these Regulations. He shall investigate in to any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

## 12. REPORT OF LABOUR OFFICER.

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Director IISER PUNE concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case appeal is made by the contractor under Clause 13 of these regulation, actual payment to labourers will be made by Director IISER PUNE after the Engineer-in-Charge has given his decision on such appeal.

- i) The Director IISER shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Engineer-in-Charge as the case may be.

## 13. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other

person so authorized may appeal against such decision to the Engineer-in-Charge concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Director IISER concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

#### **14. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

- i) A. workman shall be entitled to be represented in any investigation or enquiry under these regulations by:
  - a) An officer of a registered trade union of which he is a member.
  - b) An officer of a federation of trade unions to which the trade union referred to in Clause (a) is affiliated.
  - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by
  - b) An officer of an association of employers of which he is a member.
  - c) An officer of a federation of associations of employers to which association referred to in Clause (a) is affiliated.
  - d) Where the employers is not a member of any association of employers, by an officer of association of employer connected with industry in which employer engaged or by any other employer, engaged in the industry in which the employer is engaged.
- iii) No party shall be entitled to be represented by legal practitioner in any investigation or enquiry under these regulations.

#### **15. INSPECTION OF BOOKS AND SLIP:-**

Contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.

#### **16. SUBMISSION OF RETURNS**

The contractor shall submit periodical returns as may be specified from time to time.

#### **17. AMENDMENTS**

The Central Government may from time to time add to or amend the regulation and on any question as to the application /interpretation or effect of those regulations the decision of the Engineer-in-Charge concerned shall be final.

## Appendix 'I'

### **(vii) Form of Performance Security (Guarantee)**

#### **Bank Guarantee Bond**

1. In consideration of the Director IISER PUNE (hereinafter called "IISER-PUNE") having offered to accept the terms and conditions of the proposed agreement between-----  
---and----- (hereinafter called "the said Contractor(s)") for the work  
-----  
(hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.----- (Rupees -----only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We ----- (hereinafter referred to as "the Bank") hereby (indicate the name of the Bank) Undertake to pay to the IISER PUNE an amount not exceeding Rs-----.  
(Rupees -----only) on demand by IISER PUNE

2. We -----do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demure, merely on demand from the IISER PUNE stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs----- (Rupees-----only)
3. We, the said bank further undertake to pay the IISER PUNE any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, ----- further agree that the guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the IISER PUNE under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the IISER PUNE certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, ----- further agree with the IISER PUNE that the IISER PUNE (indicate the name of the Bank) shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IISER PUNE against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the

IISER PUNE or any indulgence by the IISER PUNE to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, ----- lastly undertake not to revoke this guarantee except (indicate the name of the Bank) with the previous consent of the IISER PUNE in writing.
8. This guarantee shall be valid up to-----unless extended on demand by the IISER PUNE. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs--- (Rupees-----only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the -----day of-----for----- (indicate the name of the Bank)

**(viii) Proforma of Agreement**

ARTICLE OF AGREEMENT is made at PUNE on the ..... day of..... 2017 between Indian Institutes Of Science Education and Research PUNE, (IISER PUNE) (Herein after referred to as the employer which expression shall includes its successors and assigns where the context so admits) of the one part and -----

-----  
(Hereinafter referred to as the “contractor(s) which expression shall include his/their respective heirs, executors, administrators and assigns where the context so admits) of the other part.

WHEREAS the employer is desirous of getting the work.....done and caused drawings, schedule of quantities, terms and conditions and specification describing the work to be executed and completed maintained.(hereinafter called “the works”)and has accepted a tender of the CONTRACTOR for the execution, completion and guarantee of such works.

AND WHERE AS the contractor has deposited a Sum Of Rs.-----

----- With employer as security for the due performance of this agreement as provided in the said Conditions.

NOW IT IS HEREBY agreed and declared by and between the parties as follows.

- (a) In consideration of the payments to be made to him as herein after provided the contractor shall upon and subject to the condition herein contained and the said conditions executed and complete the work shown upon the said drawings and such further detailed drawings which may be furnished to him and described in the said specifications and the said priced schedule of quantities within ----- from the date of order to commence the work.
- (b) The employer shall pay to the contractor such sum that shall become payable hereunder at the times and in the manner specified in the said conditions.
- (c) Time is essence of this agreement and the contractor agrees to pay compensation for delay as per Clause 2 of general Condition of Contract.
- (e) The documents mentioned below under (g) shall form the basis of this agreement and the decision Engineer or the Engineers in Charge, in reference to all matters of dispute as to material and workmanship shall be final and binding on both the parties.
- (f) The employer through the Engineer-in-Charge reserves to himself the right of altering the drawings and the adding to or omitting any items of works or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not violate agreement.
- (g) This agreement comprises the work said above and the entire subsidiary work connected there with, even though work may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.

This agreement contains the following documents in addition to pages of articles of agreement.

- (a) NIT/WORK ORDER
- (b) Item rate tender form & contract for works.
- (c) General Rules and Directions
- (d) Condition of contracts
- (e) Clauses of contracts
- (f) Safety code
- (g) Models rules for the protection of health, sanitary arrangements for workers employed by IISER PUNE or its Contractors.
- (h) Contractors labour regulations
- (i) Proforma of agreement
- (j) Proforma of Schedule A to C
- (k) Special Condition of contracts
- (l) Technical specifications
- (m) Tenders drawings
- (n) Price Schedule/ Schedule of Quantities
- (o) All corresponds between the parties until award of contract.
- (p) Prequalification document

In witness whereof the parties hereto have their respective hands the day and the year herein above written.

Signed by for and on behalf of the employer.

Engineer In Charge

Witness (1)-----

Witness (2)-----

Signed by the said contractor

Address-----

Witness (1)-----

Countersigned

Witness (2)-----

**(IX) PROFORMA BANK GUARANTEE IN LIEU OF BID SECURITY**

**(On Non Judicial Stamp paper to be stamped in accordance  
with stamp act, the stamp paper to be in name of  
Executing Bank)**

Ref.....

Date.....

Bank Guarantee No.....

To **INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH, PUNE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

In accordance with your Notice Inviting Tender for \_\_\_\_\_ under your tender No \_\_\_\_\_  
dated \_\_\_\_\_ M/s \_\_\_\_\_ (hereinafter called the Tenderer) with following  
directors on their Board of Directors /Partners of the firm.

1 _____	2 _____
3 _____	4 _____
5 _____	6 _____
7 _____	8 _____
9 _____	10 _____

Wish to participate in the said tender for the following:

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_

Whereas it is a condition in the tender documents that the tenderer has to deposit Bid Security with respect to the tender, with Indian Institute of Science Education & Research, PUNE amounting to Rs..... or alternatively the tenderer is required to submit "Bank Guarantee" from a nationalized bank irrevocable and operative till 28 days after the validity of the offer. (i.e. 120 days from the last date of receipt of bid), for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents. And whereas the tenderer desires to secure exemption from deposit of Bid Security and has offered to furnish a Bank Guarantee for a sum of Rs..... to the IISER, PUNE for the purpose of securing exemption from the deposit of Bid Security.

1. NOW THEREFORE, we the ..... Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings) Act 1969 and having a branch office at..... (hereinafter referred to as the Bank") do hereby undertake and agree to pay on demand in writing by the IISER, PUNE the amount of Rs..... (Rupees.....) to the **Indian Institute of Science Education & Research, PUNE** without any demur, reservation or recourse.
2. We, the aforesaid Bank, further agree that the IISER, PUNE shall be the sole judge of and as to whether the tenderer has committed any breach or breaches of any of the terms and conditions of the tender and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the IISER, PUNE on account thereof the extent of the bid security required to be deposited by the Tenderer in respect of the said Tender document and the decision of the IISER, PUNE that the Tenderer has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the IISER, PUNE shall be final and binding on us.
3. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the IISER, PUNE and change in the constitution, liquidation or dissolution of the Tenderer shall not discharge our liability guaranteed herein.
4. It is further declared that it shall not be necessary for the IISER, PUNE to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the IISER, PUNE may have obtained or shall obtain from the Contractor at the time when proceedings are taken against the Bank for whatever amount may be outstanding or unrealized under the Guarantee.
5. The right of the IISER, PUNE to recover the said amount of Rs..... (Rupees ..... ) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s..... (Tenderer) and/or that any dispute or disputes are pending before any authority, officer, tribunal or arbitrator(s) etc.
6. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs.....(Rupees.....) and our guarantee shall remain in force up to..... and unless a demand or claim under the guarantee is made on us in writing within three months after the aforesaid date i.e. on or before the ..... all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Date.....

place.....

(Signature)\_\_\_\_\_

(Printed Name)\_\_\_\_\_

(Designation)\_\_\_\_\_

(Bank's Common seal \_\_\_\_\_

(Authorisation No.)\_\_\_\_\_

In the presence of:

Witness

1)\_\_\_\_\_

2)\_\_\_\_\_

Accepted

(Signature of the Officer)

For and on behalf of the

INDIAN INSTITUTE OF SCIENCE EDUCATION  
AND RESEARCH, PUNE

## PPENDIX (xv) -CLAUSE 25

### APPENDIX XV Notice for appointment of Arbitrator [Refer Clause 25]

To  
The Chairman  
Building and Works Committee  
IISER PUNE.

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of contract Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signatures of the applicant

(only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.

Yours faithfully

Copy in duplicate to:  
Engineer in Charge.

**(v) PROFORMA OF SCHEDULES**

(Operative Schedules to be supplied to each intending tenderer)

**SCHEDULE 'A'**

Schedule of quantities

Enclosed as Financial bid document

**SCHEDULE 'B'**

Schedule of materials to be issued to the contractor.

S.No	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
	NIL			

Tools and plants to be hired to the contractor

S.No	Description	Hire charges per day	Place of issue
1	2	3	4
	NIL		

Extra schedule for specific requirements/document for the work, if any. -- NIL—

Reference to General Conditions of contract.-

**Name of work: Annual Comprehensive Maintenance Contract for KENT perk water purifier RO system installed at IISER Pune Year 20-21**

**NIT NUMBER: 08/ IISER/PUNE/2020-21**

- |       |                              |   |   |
|-------|------------------------------|---|---|
| (i)   | Estimated cost put to tender | : | <b>Rs. 450 lakh</b>                                       |
| (ii)  | Earnest money                | : | <b>Rs. 9.00 Lakh</b>                                      |
|       |                              |   | (To be returned after receiving<br>Performance guarantee) |
| (iii) | Performance Guarantee        | : | 5% of tendered value.                                     |
| (iv)  | Security Deposit             | : | 2.5 % of tendered/accepted value.                         |

#### **SCHEDULE 'C'**

##### **GENERAL RULES & DIRECTIONS:**

Officer inviting tender	Engineer In Charge IISER, PUNE.
-------------------------	------------------------------------

Maximum percentage for quantity of items of work To be executed beyond which rates are to be Determined in accordance with Clauses 12.2 & 12.3:	See below
---	-----------

##### **Definitions:**

- |         |  |  |
|---------|--|--|
| 2(v)    | Engineer-in-Charge   | Engineer-in-Charge<br>(Registrar IISER Pune)                                       |
| 2(viii) | Accepting Authority  | Director, IISER, PUNE  |
| 2(ix)   | Percentage on cost of materials and labour<br>to cover all overheads and profits | 15%  |
| 2(x)    | Standard Schedule of rates   | CPWD Delhi Schedule of Rates 2018<br>plus cost Index enhancement &<br>market rates |

2(viii) Department Indian institute of Science Education  
& Research, IISER, PUNE

2(ix) Standard contract Form Item rate contract

#### Clause 1

- (i) Time allowed for submission of Performance Guarantee  
from the date of issue of letter of acceptance 15days
- (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance  
Guarantee amount beyond the period provided in (i) above 7 days

#### Clause 2

Authority for fixing compensation under clause 2. The Director Indian institute of Science  
Education & Research, IISER PUNE

#### Clause 2 A

Whether Clause 2A shall be applicable Not Applicable

#### Clause 5

Number of days from the date of issue of letter  
of award works for reckoning date of start 15 days

Mile stone(s) as per table given below:-

SL No.	Description of Milestone (Physical	Time allowed in days/months (From date of start)	Amount to be withheld in case of non-achievement of Milestone
1	RCC Foundation and RCC trenches	3 Months	2 % on tendered value
2	SITC of 2x750 KVA DG set synchronization panel and main panel	4 Months	1 % on tendered value
3	SITC of Unitized compact substation, HT panel and all cable work.	5 Months	1 % on tendered value
4	All work including testing and commissioning.	6 Months	1 % on tendered value

Time allowed for execution of 6 ( Six) months

Authority to decide:

- (i) Extension of time Engineer in Charge  
(ii) Rescheduling of mile stones Engineer IN Charge  
(iii) Shifting of date of start in case of delay in handing over of site: Director IISER PUNE

**Clause 6, 6 A**

Clause applicable – (6or 6A)

6A Applicable

*No running account bill shall be paid for the work till the applicable labour licenses, registration with GST, EPFO, ESIC and BOCW Welfare board, whatever applicable are submitted by the contractor to the Engineer in charge.*

**Clause 7**

Gross work to be done together with net payment  
/adjustment of advances for material collected,  
if any, since the last such payment  
for being eligible to interim payment

Rs. 50.00 Lakhs

**Clause 7A**

Whether clause 7A shall be applicable:

Yes.

**Clause 10**

List of testing equipment to be provided  
by the contractor at site lab.

As per work requirements

**Clause 10 A**

Whether Clause 10 A shall be applicable :  
Not Applicable

**Clause 10 B**

Whether Clause 10 B shall be applicable

: Not applicable

**Clause 10B(i)**

Whether Clause 10B (i) shall be applicable.

: Not Applicable.

**Clause 10B(ii)**

Whether Clause 10B (ii) shall be applicable.

: Not Applicable.

**Clause 10 C**

Component of labour expressed as percent of value of work = Not Applicable

**Clause 10 CA**

: Not Applicable

S. No.	Materials covered under this Clause	Base price and its corresponding period of all the materials covered under clause 10CA i/c GST (In Rupees) March, 2017	Nearest Materials (other than cement*, reinforcement bars, the structural steel and POL) for which All India whole sale Price Index to be Followed

**CLAUSE 10 CC****NOT APPLICABLE**

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column .....

12 months

Schedule of component of other Materials, Labour, POL etc.

for price escalation.

Component of civil (except materials covered under Clause 10CA /Electrical Construction materials expressed as percent of total value of work

Xm -- %

Component of Labour expressed as percent of total value of work.

Y -- %

Component of P.O.L- expressed as percent of total value of work.

Z..... 0..... %

**Clause 11**

Specifications to be followed for execution work

- 1) Technical specification given in Tender documents.
- 2) CPWD standard specification 2009 Volume I & II with up to date correction slips for civil works.
- 2a) CPWD standard specification for internal Electrical works – 2013, external electrical services- 2007, DG set & Wet riser, sprinkler, specification-2006, Substation works Part IV- 2013.
- 3) Indian Standard Specification
- 4) Manufactures specification
- 5) Engineer In charge decision.

**Clause 12****Type of work****Project and original work**

12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building Super structure work & other Associated Electro-mechanical works	30 %
-------------	--	------

12.5 (i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work 30%

(Except items mentioned in earth work sub head in DSR and related items)

(ii) Deviation Limit for items mentioned in earth work  
Sub head of DSR or related items 100%

#### Clause 16

Competent Authority for deciding The Director Indian institute of Science  
Reduced rates Education &. Research, IISER PUNE

#### Clause 18

List of mandatory machinery, tools & plants - As per Annexure-II in the NIT  
To be deployed by the contractor at site at his cost: Condition of Contract.

#### Clause 25

Constitution of Dispute Redressal Committee (DRC) Chairman - Prof. L S Shashidhara, IISER, PUNE.

Members: (1) Mr Sushant Baliga, Retd. ADG CPWD, New Delhi  
(2) Mr. Mohan Khemani, Retd. Chief Engineer, New Delhi

#### Clause 34 (i)

Requirement of Technical Representative(s) and recovery rate to be affected from Contractor bill for non-deployment of technical staff at site of work:

S.N	Technical Representative(s)	Qualification & Discipline of the Technical representative (s)	Minimum Experience of the Technical representative(s)	Minimum Numbers to be employed at site for full duration of the project	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 34(i)	
					Figure	Words
1	Project Manager (Full duration of the project)	BE in Electrical Engineering	10 years	1	60000	Sixty thousand only
2	Site Engineer Planning and billing Engineers (Full duration of the project)	BE/Diploma in Electrical/Civil Engineering	5 years	2	40000	Forty thousand only

**Note:**

1. Assistant Engineers retired from Government services who are holding Diploma will be treated at par with Graduate Engineers. Diploma holder with minimum 10 years' relevant experience with a reputed construction company can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.
2. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form -16 or CPF deduction issued to the Engineers employed by him) along with every account bill/final bill and shall produce evidence if at any times so required by the Engineer-in-charge.
3. The CV of technical persons shall be presented to Engineer in charge before deployment in above work for approval. Once inducted they will not be transferred or removed without the permission on Engineer in Charge. Exempted